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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

OFFICE OF HUMAN SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

Jeffrey A. Meyers
Commissioner

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May 18, 2016

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

REQUESTED ACTION

1) Authorize the Department of Health and Human Services, Bureau of Elderly and Adult Services to amend existing agreements, with all the vendors listed below, for rate increases to the transportation per client per day fee for service, the per mile rate for transportation and for home delivered meals, effective **retroactive** to June 1, 2016, upon Governor and Executive Council approval.

2) Authorize the Department of Health and Human Services, Bureau of Elderly and Adult Services to amend existing agreements, to reduce funding from one Vendor and to redistribute this funding to increase contracts for five other vendors for State Fiscal Year 2016 only, effective **retroactive** to June 1, 2016, upon Governor and Executive Council approval.

3) Authorize the Department of Health and Human Services, Bureau of Elderly and Adult Services to amend existing agreements, within three Vendor's contracts to transfer Title III congregate meals to home delivered meals for State Fiscal Year 2016 and 2017, effective **retroactive** to June 1, 2016, upon Governor and Executive Council approval.

4) Authorize the Department of Health and Human Services, Bureau of Elderly and Adult Services to amend an existing agreement, with one vendor, to transfer home delivered miles to meals units for State Fiscal Year 2016 only, effective **retroactive** to June 1, 2016, upon Governor and Executive Council approval.

See Attachment A for a Summary of the above actions by Contractor. Additionally, there is no change to the total price limitation of $22,496,040.25, and no change to the completion date of September 30, 2016. 54% Federal funds and 46% General funds.

Summary of contracted amounts by vendor:

Vendor Name	Vendor	Location	Current Budget	Increased (Decreased) Budget	Revised Modified Budget
Community Action Partnership of Strafford County	177200	Dover, NH	$89,391.80	$0.00	$89,391.80
Community Action Program Belknap-Merrimack Counties, Inc.	177203	Concord, NH	$3,729,193.90	$25,560.05	$3,754,753.95
Community Alliance of Human Services	177312	Newport, NH	$150,468.65	$0.00	$150,468.65
Easter Seals New Hampshire, Inc.	177204	Manchester, NH	$242,522.50	$0.00	$242,522.50
Gibson Center for Senior Services	155344	North Conway, NH	$651,128.50	$0.00	$651,128.50
Grafton County Senior Citizens Council, Inc.	177675	Lebanon, NH	$3,043,079.55	$0.00	$3,043,079.55
Lamprey Health Care	177677	Newmarket, NH	$152,437.20	$0.00	$152,437.20
Newport Senior Center	177250	Newport, NH	$1,822,358.85	($82,635.40)	$1,739,723.45
Ossipee Concerned Citizens	170158	Center Ossipee, NH	$901,002.15	$14,666.40	$915,668.55
Rockingham Nutrition MOW	155197	Brentwood, NH	$3,688,841.25	$0.00	$3,688,841.25
St Joseph Community Services	155093	Merrimack, NH	$3,798,621.95	$25,555.20	$3,824,177.15
Strafford Nutrition MOW	260818	Somersworth, NH	$973,452.80	$9,700.00	$983,152.80
Tri-County Community Action Program	177195	Berlin, NH	$1,789,049.50	$7,153.75	$1,796,203.25
VNA at HCS	177274	Keene, NH	$1,464,491.65	$0.00	$1,464,491.65
Total			$22,496,040.25	$0.00	$22,496,040.25

Funds are available in State Fiscal Years 2016 and 2017 in the following accounts, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

Please see attached financial detail.

EXPLANATION

The Department is requesting these Amendments be approved **retroactive** to June 1, 2016. The Department evaluated the Contractors' requests for rate increases and agreed to same in late March, 2016. While in the process of distributing contract amendments to the vendors, the Department was approached in early May 2016 with a request to redistribute funding for congregate and home delivered meals within and between Contractors. The Department agreed to these changes as well. Making these amendments effective retroactive to June 1, 2016 will allow the Contractors' access to already encumbered State Fiscal Year 2016 funds dedicated to these services.

Approval of these fourteen (14) amendments will allow the Contractors to be reimbursed for services at a rate structure that is better aligned with the Contractors' costs of providing these services. The attached Amendments increase the transportation per client per day rate from $8.75 to $9.32 and increase the per mile rate component for transportation and home delivered meals from .30 cents to .54 cents. It is projected that the increase in rates will support the additional costs of serving more rural clients and will ensure that clients are able to receive needed services such as transportation to appointments and essential shopping.

Approval of these amendments will also allow the Contractors to provide services where there is more client demand for meals through redistribution of funding within and between the Contractors. When these contracts were originally approved by the Governor and Executive Council on June 18, 2014 (Item #109) and amended on June 10, 2015 (Item #21), funding was based on the Contractors' point in time projections for clients' needs and demands for services. Since the recipients of these services are older adults and adults with physical disabilities, it is not uncommon for this population to experience changes over the course of time that would necessitate service delivery changes.

The Contractors will monitor transportation, meals and mileage usage along with expenses in order to ensure the services continue to be available through the end of the contract period. The Contractors will conduct client surveys on the quality of the services to ensure services are being delivered satisfactory or better. Additionally, Contractors will be collecting and reporting data on the number of clients served the number and types of meals provided, and the numbers of trips and types of transportation provided, in order for the Department to understand the gaps in service delivery and to be able to have more meaningful discussions about these important services.

Should the Governor and Executive Council not authorize these agreements, the Contractors may not be able to serve the all of the clients who need transportation and home delivered meals. The purpose of these nutrition and transportation contracts is to provide direct services to clients to support their health, independence and ability to remain in their homes and communities. Nutrition and transportation are two major services that support older adults and adults with disabilities who cannot meet their basic needs, for meals and transportation, without help. Services are provided to individuals who have very low incomes and are just above Medicaid eligibility who also demonstrate a need for the service. These services are targeted toward individuals who do not have any other resources available to support them in meeting these two basic needs.

These contractors were selected through a competitive bid process (See Attachment B).

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

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

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

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

Respectfully submitted,

Marilee Nihan, MBA
Deputy Commissioner

Approved by:
Jeffrey A. Meyers
Commissioner

Summary of Actions by Contractor

No.	Contractor's Name	Requested Action 1: Rate Increases	Requested Action 2: Redistribute Funding	Requested Action 3: Transfer Title III congregate Meals to Title III Home Delivered Meals	Requested Action 4: Transfer home delivered miles to meals
1	Community Action Partnership of Strafford County	Yes	Not applicable	Not applicable	Not applicable
2	Community Action Program Belknap and Merrimack Counties, Inc.	Yes	Increase Meals	Not applicable	Not applicable
3	Community Alliance of Human Services	Yes	Not applicable	Not applicable	Not applicable
4	Easter Seals New Hampshire, Inc.	Yes	Not applicable	Not applicable	Not applicable
5	Gibson Center for Senior Services, Inc.	Yes	Not applicable	Not applicable	Not applicable
6	Grafton County Senior Citizens Council, Inc.	Yes	Not applicable	Not applicable	Not applicable
7	Lamprey Health Care, Inc.	Yes	Not applicable	Not applicable	Not applicable
8	Newport Senior Center, Inc.	Yes	Reduce Meals	Not applicable	Not applicable
9	Ossipee Concerned Citizens, Inc.	Yes	Increase Meals	Not applicable	Not applicable
10	Rockingham Nutrition and Meals on Wheels Program, Inc.	Yes	Not applicable	Yes	Yes
11	St. Joseph Community Services, Inc.	Yes	Increase Meals	Yes	Not applicable
12	Strafford Nutrition/Meals on Wheels	Yes	Increase Meals	Yes	Not applicable
13	Tri-County Community Action Program, Inc.	Yes	Increase Meals	Not applicable	Not applicable
14	VNA at HCS, Inc.	Yes	Not applicable	Not applicable	Not applicable

FINANCIAL DETAIL ATTACHMENT SHEET

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

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

Class/Account	Class Title	State Fiscal Year	Current Budget	Increased (Decreased) Budget	Revised Modified Budget
512-500352	Transportation of Clients	2015	$213,025.00	$0.00	$213,025.00
541-500383	Congregate	2015	$955,239.30	$0.00	$955,239.30
512-500352	Transportation of Clients	2016	$213,024.80	$0.00	$213,024.80
541-500383	Meals - Congregate	2016	$323,614.50	$3,575.00	$327,189.50
544-500386	Meals - Home Delivered	2016	$631,621.70	$5,213.75	$636,835.45
512-500352	Transportation of Clients	2017	$53,256.20	$0.00	$53,256.20
541-500383	Meals - Congregate	2017	$80,905.00	$0.00	$80,905.00
544-500386	Meals - Home Delivered	2017	$157,905.10	$0.00	$157,905.10
		Subtotal	$2,628,591.60	$8,788.75	$2,637,380.35

Community Alliance of Human Services (Vendor # 177312)

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

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

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

Gibson Center for Senior Services (Vendor #155344)

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

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

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

Lamprey Health Care (Vendor #177677)

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

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	State Fiscal Year	Amount	Increased (Decreased) Budget	Revised Modified Budget
512-500352	Transportation of Clients	2015	$77,465.85	$0.00	$77,465.85
541-500383	Congregate	2015	$438,641.20	$0.00	$438,641.20
512-500352	Transportation of Clients	2016	$77,465.85	$0.00	$77,465.85
541-500383	Meals - Congregate	2016	$167,876.50	($7,150.00)	$160,726.50
544-500386	Meals - Home Delivered	2016	$270,764.70	($20,855.00)	$249,909.70
512-500352	Transportation of Clients	2017	$19,364.35	$0.00	$19,364.35
541-500383	Meals - Congregate	2017	$41,970.50	$0.00	$41,970.50
544-500386	Meals - Home Delivered	2017	$67,693.60	$0.00	$67,693.60
		Subtotal	$1,161,242.55	($28,005.00)	$1,133,237.55

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	State Fiscal Year	Amount	Increased (Decreased) Budget	Revised Modified Budget
512-500352	Transportation of Clients	2015	$0.00	$0.00	$0.00
541-500383	Congregate	2015	$251,845.60	$0.00	$251,845.60
512-500352	Transportation of Clients	2016	$0.00	$0.00	$0.00
541-500383	Meals - Congregate	2016	$125,554.00	$0.00	$125,554.00
544-500386	Meals - Home Delivered	2016	$138,506.40	$5,213.75	$143,720.15
512-500352	Transportation of Clients	2017	$0.00	$0.00	$0.00
541-500383	Meals - Congregate	2017	$31,388.50	$0.00	$31,388.50
544-500386	Meals - Home Delivered	2017	$34,626.60	$0.00	$34,626.60
		Subtotal	$581,921.10	$5,213.75	$587,134.85

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	State Fiscal Year	Current Budget	Increased (Decreased) Budget	Revised Modified Budget
512-500352	Transportation of Clients	2015	$181,685.00	$0.00	$181,685.00
541-500383	Congregate	2015	$911,180.00	$0.00	$911,180.00
512-500352	Transportation of Clients	2016	$181,685.00	$0.00	$181,685.00
541-500383	Meals - Congregate	2016	$291,500.00	($44,000.00)	$247,500.00
544-500386	Meals - Home Delivered	2016	$619,680.00	$44,000.00	$663,680.00
512-500352	Transportation of Clients	2017	$45,421.25	$0.00	$45,421.25
541-500383	Meals - Congregate	2017	$72,875.00	($11,000.00)	$61,875.00
544-500386	Meals - Home Delivered	2017	$154,920.00	$11,000.00	$165,920.00
		Subtotal	$2,458,946.25	$0.00	$2,458,946.25

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	State Fiscal Year	Current Budget	Increased (Decreased) Budget	Revised Modified Budget
512-500352	Transportation of Clients	2015	$50,000.00	$0.00	$50,000.00
541-500383	Congregate	2015	$1,290,086.80	$0.00	$1,290,086.80
512-500352	Transportation of Clients	2016	$50,000.00	$0.00	$50,000.00
541-500383	Meals - Congregate	2016	$368,500.00	($51,425.00)	$317,075.00
544-500386	Meals - Home Delivered	2016	$921,586.50	$60,213.75	$981,800.25
512-500352	Transportation of Clients	2017	$12,504.25	$0.00	$12,504.25
541-500383	Meals - Congregate	2017	$92,125.00	($13,750.00)	$78,375.00
544-500386	Meals - Home Delivered	2017	$230,396.75	$13,750.00	$244,146.75
		Subtotal	$3,015,199.30	$8,788.75	$3,023,988.05

Community Action Partnership of Strafford County (Vendor #177200)

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

Strafford Nutrition MOW (Vendor # 260818)

Class/Account	Class Title	State Fiscal Year	Current Budget	Increased (Decreased) Budget	Revised Modified Budget
512-500352	Transportation of Clients	2015	$0.00	$0.00	$0.00
541-500383	Congregate	2015	$314,415.30	$0.00	$314,415.30
512-500352	Transportation of Clients	2016	$0.00	$0.00	$0.00
541-500383	Meals - Congregate	2016	$72,187.50	($16,247.00)	$55,940.50
544-500386	Meals - Home Delivered	2016	$242,227.80	$16,247.00	$258,474.80
512-500352	Transportation of Clients	2017	$0.00	$0.00	$0.00
541-500383	Meals - Congregate	2017	$18,045.50	($3,525.50)	$14,520.00
544-500386	Meals - Home Delivered	2017	$60,556.95	$3,525.50	$64,082.45
		Subtotal	$707,433.05	$0.00	$707,433.05

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	State Fiscal Year	Current Budget	Increased (Decreased) Budget	Revised Modified Budget
512-500352	Transportation of Clients	2015	$205,000.00	$0.00	$205,000.00
541-500383	Congregate	2015	$455,662.50	$0.00	$455,662.50
512-500352	Transportation of Clients	2016	$205,000.00	$0.00	$205,000.00
541-500383	Meals - Congregate	2016	$155,732.50	$0.00	$155,732.50
544-500386	Meals - Home Delivered	2016	$299,930.00	$5,213.75	$305,143.75
512-500352	Transportation of Clients	2017	$51,250.00	$0.00	$51,250.00
541-500383	Meals - Congregate	2017	$38,934.50	$0.00	$38,934.50
544-500386	Meals - Home Delivered	2017	$74,982.50	$0.00	$74,982.50
		Subtotal	$1,486,492.00	$5,213.75	$1,491,705.75

VNA at HCS (Vendor #177274)

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

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

Class/Account	Class Title	State Fiscal Year	Amount	Increased (Decreased) Budget	Revised Modified Budget
512-500352	Transportation of Clients	2015	$1,459,204.75	$0.00	$1,459,204.75
541-500383	Congregate	2015	$5,922,793.70	$0.00	$5,922,793.70
512-500352	Transportation of Clients	2016	$1,459,204.15	$0.00	$1,459,204.15
541-500383	Meals - Congregate	2016	$2,120,255.50	($115,247.00)	$2,005,008.50
544-500386	Meals - Home Delivered	2016	$3,814,749.40	$115,247.00	$3,929,996.40
512-500352	Transportation of Clients	2017	$364,807.65	$0.00	$364,807.65
541-500383	Meals - Congregate	2017	$530,068.00	($28,275.50)	$501,792.50
544-500386	Meals - Home Delivered	2017	$953,689.85	$28,275.50	$981,965.35
		Subtotal	$16,624,773.00	$0.00	$16,624,773.00

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

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

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased(Decreased) Budget	Revised Modified Budget
544-500386	Meals Home Delivered	2015	$489,155.50	$0.00	$489,155.50
544-500386	Meals Home Delivered	2016	$489,155.50	$16,771.30	$505,926.80
544-500386	Meals Home Delivered	2017	$122,291.30	$0.00	$122,291.30
		Subtotal	$1,100,602.30	$16,771.30	$1,117,373.60

Community Alliance of Human Services (Vendor # 177312)

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

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

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

Gibson Center for Senior Services (Vendor #155344)

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

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

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

Lamprey Health Care (Vendor #177677)

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

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased(Decreased) Budget	Revised Modified Budget
544-500386	Meals Home Delivered	2015	$293,829.40	$0.00	$293,829.40
544-500386	Meals Home Delivered	2016	$293,829.40	($54,630.40)	$239,199.00
544-500386	Meals Home Delivered	2017	$73,457.50	$0.00	$73,457.50
		Subtotal	$661,116.30	($54,630.40)	$606,485.90

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased(Decreased) Budget	Revised Modified Budget
544-500386	Meals Home Delivered	2015	$134,429.80	$0.00	$134,429.80
544-500386	Meals Home Delivered	2016	$147,721.00	$9,452.65	$157,173.65
544-500386	Meals Home Delivered	2017	$36,930.25	$0.00	$36,930.25
		Subtotal	$319,081.05	$9,452.65	$328,533.70

Rockingham Nutrition MOW (Vendor #155197)

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

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased(Decreased) Budget	Revised Modified Budget
544-500386	Meals Home Delivered	2015	$348,186.70	$0.00	$348,186.70
544-500386	Meals Home Delivered	2016	$348,186.70	$16,766.45	$364,953.15
544-500386	Meals Home Delivered	2017	$87,049.25	$0.00	$87,049.25
		Subtotal	$783,422.65	$16,766.45	$800,189.10

Community Action Partnership of Strafford County (Vendor #177200)

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

Strafford Nutrition MOW (Vendor # TBD)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased(Decreased) Budget	Revised Modified Budget
544-500386	Meals Home Delivered	2015	$118,231.00	$0.00	$118,231.00
544-500386	Meals Home Delivered	2016	$118,231.00	$9,700.00	$127,931.00
544-500386	Meals Home Delivered	2017	$29,557.75	$0.00	$29,557.75
		Subtotal	$266,019.75	$9,700.00	$275,719.75

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased(Decreased) Budget	Revised Modified Budget
544-500386	Meals Home Delivered	2015	$134,470.00	$0.00	$134,470.00
544-500386	Meals Home Delivered	2016	$134,470.00	$1,940.00	$136,410.00
544-500386	Meals Home Delivered	2017	$33,617.50	$0.00	$33,617.50
		Subtotal	$302,557.50	$1,940.00	$304,497.50

VNA at HCS (Vendor #177274)

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

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

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

Summary by Vendor by Year

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

		State Fiscal Year	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
		2015	$1,657,419.80	$0.00	$1,657,419.80
		2016	$1,657,416.50	$25,560.05	$1,682,976.55
		2017	$414,357.60	$0.00	$414,357.60
		Subtotal	$3,729,193.90	$25,560.05	$3,754,753.95

Community Alliance of Human Services (Vendor # 177312)

		State Fiscal Year	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
		2015	$66,875.00	$0.00	$66,875.00
		2016	$66,874.80	$0.00	$66,874.80
		2017	$16,718.85	$0.00	$16,718.85
		Subtotal	$150,468.65	$0.00	$150,468.65

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

		State Fiscal Year	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
		2015	$107,788.75	$0.00	$107,788.75
		2016	$107,788.75	$0.00	$107,788.75
		2017	$26,945.00	$0.00	$26,945.00
		Subtotal	$242,522.50	$0.00	$242,522.50

Gibson Center for Senior Services (Vendor #155344)

		State Fiscal Year	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
		2015	$289,387.50	$0.00	$289,387.50
		2016	$289,387.30	$0.00	$289,387.30
		2017	$72,353.70	$0.00	$72,353.70
		Subtotal	$651,128.50	$0.00	$651,128.50

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

		State Fiscal Year	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
		2015	$1,352,477.50	$0.00	$1,352,477.50
		2016	$1,352,477.50	$0.00	$1,352,477.50
		2017	$338,124.55	$0.00	$338,124.55
		Subtotal	$3,043,079.55	$0.00	$3,043,079.55

Lamprey Health Care (Vendor #177677)

		State Fiscal Year	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
		2015	$67,750.00	$0.00	$67,750.00
		2016	$67,749.80	$0.00	$67,749.80
		2017	$16,937.40	$0.00	$16,937.40
		Subtotal	$152,437.20	$0.00	$152,437.20

Newport Senior Center (Vendor #177250)

		State Fiscal Year	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
		2015	$809,936.45	$0.00	$809,936.45
		2016	$809,936.45	($82,635.40)	$727,301.05
		2017	$202,485.95	$0.00	$202,485.95
		Subtotal	$1,822,358.85	($82,635.40)	$1,739,723.45

Ossipee Concerned Citizens (Vendor #170158)

		State Fiscal Year	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
		2015	$386,275.40	$0.00	$386,275.40
		2016	$411,781.40	$14,666.40	$426,447.80
		2017	$102,945.35	$0.00	$102,945.35
		Subtotal	$901,002.15	$14,666.40	$915,668.55

Rockingham Nutrition MOW (Vendor #155197)

		State Fiscal Year	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
		2015	$1,639,485.00	$0.00	$1,639,485.00
		2016	$1,639,485.00	$0.00	$1,639,485.00
		2017	$409,871.25	$0.00	$409,871.25
		Subtotal	$3,688,841.25	$0.00	$3,688,841.25

St Joseph Community Services (Vendor #155093)

		State Fiscal Year	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
		2015	$1,688,273.50	$0.00	$1,688,273.50
		2016	$1,688,273.20	$25,555.20	$1,713,828.40
		2017	$422,075.25	$0.00	$422,075.25
		Subtotal	$3,798,621.95	$25,555.20	$3,824,177.15

Community Action Partnership of Strafford County (Vendor #177200)

		State Fiscal Year	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
		2015	$39,728.75	$0.00	$39,728.75
		2016	$39,728.75	$0.00	$39,728.75
		2017	$9,934.30	$0.00	$9,934.30
		Subtotal	$89,391.80	$0.00	$89,391.80

Strafford Nutrition MOW (Vendor # 260818)

		State Fiscal Year	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
		2015	$432,646.30	$0.00	$432,646.30
		2016	$432,646.30	$9,700.00	$442,346.30
		2017	$108,160.20	$0.00	$108,160.20
		Subtotal	$973,452.80	$9,700.00	$983,152.80

Tri-County Community Action Program (Vendor #177195)

		State Fiscal Year	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
		2015	$795,132.50	$0.00	$795,132.50
		2016	$795,132.50	$7,153.75	$802,286.25
		2017	$198,784.50	$0.00	$198,784.50
		Subtotal	$1,789,049.50	$7,153.75	$1,796,203.25

VNA at HCS (Vendor #177274)

		State Fiscal Year	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
		2015	$650,886.80	$0.00	$650,886.80
		2016	$650,886.80	$0.00	$650,886.80
		2017	$162,718.05	$0.00	$162,718.05
		Subtotal	$1,464,491.65	$0.00	$1,464,491.65

Summary for All Vendors by Year

		State Fiscal Year	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
		2015	$9,984,063.25	$0.00	$9,984,063.25
		2016	$10,009,565.05	$0.00	$10,009,565.05
		2017	$2,502,411.95	$0.00	$2,502,411.95
		Subtotal	$22,496,040.25	$0.00	$22,496,040.25

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

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

Proposal Evaluation

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

Cost Proposal Team:
Sheri Rockburn, Director of Finance
Laurie Heath, Grants and Financial Reporting

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

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

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

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

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

This second Amendment to the Nutrition and Transportation contract (hereinafter referred to as "Amendment #2") dated April 14, 2016, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Community Action Partnership of Strafford County (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 642 Central Avenue, Dover, NH, 03821.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 18, 2014 (Item #109) (hereinafter referred to as the "Contract"), and amended by an agreement (Amendment #1) approved on June 10, 2015 (Item #21) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

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

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Department and the Contractor agree to change the per person per day transportation rate and per mile rate within the price limitation; and

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

1. Except as specifically amended and modified by the terms and conditions in this Amendment #2, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.

2. Replace Exhibit B Amendment #1, Section 3 as follows:

    3. The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A Amendment #1, Paragraph 5, according to the following reimbursement rates:

Reimbursement Rates	Unit Types
$9.32	Per Person per day for Transportation Services
$.54	Per mile

Contractor Initials: EAP
Date: 5/11/16

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

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

State of New Hampshire
Department of Health and Human Services

5/18/16
Date

NAME Marilee Nihan, MBA
TITLE Deputy Commissioner

Community Action Partnership of Strafford County

May 11th 2016
Date

NAME Betsey Andrews Parker
TITLE CEO

Acknowledgement:
State of New Hampshire, County of Strafford on May 11th 2016, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Kathleen E. Morrison

Name and Title of Notary or Justice of the Peace
Executive Assistant

KATHLEEN E. MORRISON
NOTARY PUBLIC
NEW HAMPSHIRE
MY COMMISSION EXPIRES AUG. 5, 2020

Contractor Initials: EAP
Date: 5/11/16

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

OFFICE OF THE ATTORNEY GENERAL

5/23/16
Date

Name: Megan A. Yaple
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

_____
Date

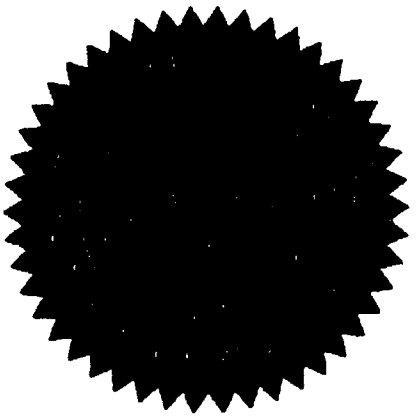
_____
Name:
Title:

Contractor Initials: EAP
Date: 5/11/16

State of New Hampshire
Department of State

CERTIFICATE

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



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

William M. Gardner
Secretary of State

NEW HAMPSHIRE

Corporation Division

Search
By Business Name
By Business ID
By Registered Agent
Annual Report
File Online
Guidelines
Name Availability
Name Appeal Process

Date: 4/21/2016

Filed Documents

(Annual Report History, View Images, etc.)

Business Name History

Name	Name Type
Community Action Partnership of Strafford County	Legal
STRAFFORD COUNTY COMMUNITY ACTION COMMITTEE	Prev Legal

Non-Profit Corporation - Domestic - Information

Business ID:	65583
Status:	Good Standing
Entity Creation Date:	5/25/1965
Principal Office Address:	642 Central Ave Dover NH 03820
Principal Mailing Address:	PO Box 160 Dover NH 03821-0160
Expiration Date:	Perpetual
Last Annual Report Filed Date:	1/12/2015
Last Annual Report Filed:	2015

Registered Agent

Agent Name:	
Office Address:	No Address
Mailing Address:	No Address

Important Note: The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.

CERTIFICATE OF VOTE

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

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

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of

the Agency duly held on _October 21, 2015__:
(Date)

RESOLVED: That the _Betsey Andrews Parker, Chief Executive Officer_____
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of

the 11th day of May, 2016.
(Date Contract Signed)

4. _Betsey Andrews Parker____ is the duly elected __Chief Executive Officer_____
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Jean L. Miccolo
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Strafford

The forgoing instrument was acknowledged before me this 11 day of May, 2016,

By ___Jean Miccolo_____.
(Name of Elected Officer of the Agency)

Kathleen E. Morrison
(Notary Public/Justice of the Peace)

KATHLEEN E. MORRISON
MY COMMISSION EXPIRES AUG. 5, 2020
NOTARY PUBLIC
STATE OF NEW HAMPSHIRE

(NOTARY SEAL)

Commission Expires: August 5, 2020

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/4/2016

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	CONTACT NAME: Kendra Cote
CGI Insurance 171 Londonderry Turnpike Hooksett NH 03106	PHONE (A/C, No, Ext): (603)232-9306 FAX (A/C, No): (603) 622-4618 E-MAIL ADDRESS: kcote@cgibusinessinsurance.com
	INSURER(S) AFFORDING COVERAGE / NAIC #
	INSURER A: Hanover Insurance Company 22292
INSURED Community Action Partnership of Strafford PO Box 160 Dover NH 03821-1060	INSURER B: New York Marine & General Ins INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 15/16 Master REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			ZHVA192135	12/31/2015	12/31/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			AWVA15693	12/31/2015	12/31/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist combined	$ 1,000,000 $ $ $ $ 1,000,000
A	X UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			UHVA192136	12/31/2015	12/31/2016	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC201400007962	12/31/2015	12/31/2016	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability			ZHVA192135	12/31/2015	12/31/2016	Each Occurrence Aggregate	1,000,000 3,000,000

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

Workers Compensation Coverage-Statutory State - NH The following officers are excluded from coverage under the Workers Compensation policy: Mark Rideout President, Carol Garlough VP, Jeni Mosca Treas.

CERTIFICATE HOLDER

State of New Hampshire DHHS
129 Pleasant Street
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mark Harvie/KDC

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MISSION

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

community Action PARTNERSHIP of Strafford County

VISION

Working to eliminate poverty in Strafford County

Community Action Partnership of Strafford County
Board Meeting Minutes
October 21 ,2015
Wentworth Douglas Hospital Auditorium B
Dover, NH 03820

Attendance- Dave Terlemezian, Jeni Mosca, Joe Bailey, Dot Hooper, Becky Sherburne, Jean Miccolo, Jason Shute, Chris Lawrence, William Katan.

Staff- Betsey Andrews Parker, Melissa Adams, Rich Aubin, Doug Surina, Kathy Crompton, Suzanne Weete, Jamie Swan, Charna Aversa, Kathleen Morrison.

Dave brought the meeting to order 4:42 p.m., Dot made a motion to move 7G & 7H up on the consent agenda to section 4. Jeni Mosca 2nd, motion passed. Motion was made to accept the consent agenda, Jeni made the motion Dot 2nd, Dave pulled the ED report, Jason motion and Jean 2nd, motion passed.

2c. ED Report, Betsey reported on the "News you can use" things happening at CAP,

i. New hires, Lauren Berman moved to CAP as our new Housing & Stability Manager
Cheryl Robicheau moved to our Contract Manager
Rebecca Savery is now an employee of CAP and is the Receptionist at Admin.
Brandi Chagnon is leaving CAP for another position, her position is open
Zachary McDonald our new Time Energy Auditor
Head start still looking for two teachers
Family Services Manager, interviews are under way

ii. IT, site experts identified at each site.

iii. HR, On-boarding in progress for all staff, thanks to Rick and Rich.

iv. Mileage on ADP working well cutting down on checks.

v. NHHFA Conference , Betsey is on the panel to speak on housing October 28th

Dave asked if all in favor to accept the ED report, motion passed.

3. Finance Report – none. Doug spoke on the line of credit; indirect cost rate is accepted by the Feds, testing in February, Federal audit in June.

7G. Governance Screener, Melissa spoke on the 5 year grant making sure everything is in place, Head Start/Early Head Start health and safety screening for partnership grant. Betsey asked both Jamie and Charna to explain what they do for CAP. Jamie explained the she is the health and nutrition manager for HS/EHS and she oversees health, kitchen needs and mandates for nutrition plans for HS/ EHS, there is a check list that is done every month for nurse health, lead and iron testing. Jamie oversees the safety meeting and screening for all 5 sites everything gets downloaded to 365.

7H. Health and Safety screenings, Charna explained she is the early head start manager, she oversees the health and safety and does reporting every 30 days for each program on board, also has a check list that is done quarterly for reporting the childhood programs at each site. All partnering centers are currently licensed with the State of NH Child Care Licensing Unit. Carbon monoxide monitors are installed at each site in the area of the furnace/boiler and will be installed in every classroom.
Dave asked for a motion to certify, Jeni made a motion to certify the Governance Screener and the Health and Safety Screenings, Joe 2nd Motion passed

Community Action Partnership of Strafford County
Board Meeting Minutes
October 21 ,2015
Wentworth Douglas Hospital Auditorium B
Dover, NH 03820

4. Head Start Report

4a & b. Credit card statement and USDA together Jeni made a motion to accept the credit card statement & USDA Jason Shute 2nd. Betsey mentioned about coding sheet and that they are working on FCC waiting list. Motion passed

4c. Policy Council meet October 20, 2015, William Katan is now our new Policy chairperson and is present and welcomed aboard.

5. Committee Reports

a. Executive - Dave reported their monthly meeting talked about housing, Farmington Child Care. Election's Dave would like Chair, Carrie will stay Vice Chair, Jeni is stepping down and Colene will take Treasurer and leaving Secretary open for someone.

b. Development - Lip Sync, Suzanne reported that there was a lot of support in Rochester the Chamber gave their list of business's, so sponsors are in great shape. There is 15 teams need volunteers for event.

c. Governance – see 6 c & d

6. Old Business –

a. Board Giving we need 100% from board for a grant talked about pay pal.

b. Farmington Child Care – Betsey is met with town on October 18 lease is all set has to go except on snag the 20 year lease will have to go to town meeting so every 5 years they will renew lease and the CBCG grant (500,000.00) for the repairs is for 20 years. Jeni asked to clarify lease. Writing grant for the repairs need to building about $304.000.00. Septic failing and waiting for emergency money to come in.

c. Status of housing development project – housing low income project on county property, met with county commissioners, Jack Buckley and Odis Perry. The commissioners will review and get back. NHHFA has 30,000.00 if county donates land. Joe Motioned to go ahead with plan and Chris 2nd motion passed.

d. Status of St. Charles Church – need a backup plan if this fails, we will need to look for space.

7. New Business –

a. Budget 2016- indirect expenses negative $500,000 we just was approved for the indirect cost rate. So it will not be negative figure.

b. Authorization for Executive Director and/or Board Chair to enter into contracts on behalf of the agency effective October 21, 2015 to December 31, 2016. Joe motioned to have Dave and Betsey to enter into contract Jeni 2nd, motioned passed

c. Board Recruitment plan discussion – this plan will help board members to move on the board quickly, Chris had to wait 4 months. Chris motioned and Joe 2nd to accept plan, motioned passed

d. Election process for consumers to the board of directors- Representation from low income homes, Chris motioned to accept and Jason 2nd, motioned passed.

e. 2016 Holiday schedule approval with additional day the Friday after Thanksgiving – Jeni motioned to approve the schedule with the extra day including this year's Friday and Becky 2nd motioned passed.

f. Increase mileage reimbursement from .44 to .50 per mile effective 10/9/15, there has been no increase's in last 4 years. Jeni motioned to accept the mileage reimbursement to .50 per mile and Becky 2nd motioned passed.

g. see above in 3 after Finance Report

h. see above in 3 after Finance Report

Jeni motioned to adjourn and Joe 2nd at 6:30 p.m.

Financial Statements

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

FOR THE YEARS ENDED
DECEMBER 31, 2014 AND 2013
AND
INDEPENDENT AUDITORS' REPORTS

Leone, McDonnell & Roberts
PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

DECEMBER 31, 2014 AND 2013

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Leone, McDonnell & Roberts
Professional Association
CERTIFIED PUBLIC ACCOUNTANTS
WOLFEBORO • NORTH CONWAY
DOVER • CONCORD
STRATHAM

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

INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

We have audited the accompanying financial statements of Community Action Partnership of Strafford County (a New Hampshire nonprofit organization), which comprise the statements of financial position as of December 31, 2014 and 2013, and the related statements of cash flows, and notes to the financial statements for the years then ended, and the related statements of activities and functional expenses for the year ended December 31, 2014.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Community Action Partnership of Strafford County as of December 31, 2014 and 2013, and its cash flows for the years then ended, and the changes in its net assets for the year ended December 31, 2014 in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Community Action Partnership of Strafford County's 2013 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated June 24, 2014. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2013, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Matters

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

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated June 10, 2015, on our consideration of Community Action Partnership of Strafford County's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Community Action Partnership of Strafford County's internal control over financial reporting and compliance.

Leone, McDonnell & Roberts,
Professional Association

June 10, 2015
Wolfeboro, New Hampshire

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

STATEMENTS OF FINANCIAL POSITION
DECEMBER 31, 2014 AND 2013

ASSETS

	2014	2013
CURRENT ASSETS		
Cash and cash equivalents	$ 744,514	$ 614,293
Accounts receivable	770,066	656,934
Inventory	8,754	15,307
Prepaid expenses	11,586	79,283
Total current assets	1,534,920	1,365,817
NONCURRENT ASSETS		
Security deposits	19,201	19,261
Property, net of accumulated depreciation	435,446	667,667
Other noncurrent assets	12,500	10,000
Total noncurrent assets	467,147	696,928
TOTAL ASSETS	$ 2,002,067	$ 2,062,745

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Demand note payable	$ 80,735	$ 87,178
Accounts payable	126,063	67,785
Accrued payroll and related taxes	120,172	92,674
Accrued compensated absences	78,154	80,592
Refundable advances	491,134	542,894
Other current liabilities	137	55,918
Total liabilities	896,395	927,041
NET ASSETS		
Unrestricted		
Undesignated	669,373	1,065,270
Board designated	307,002	7,328
Total unrestricted	976,375	1,072,598
Temporarily restricted	129,297	63,106
Total net assets	1,105,672	1,135,704
TOTAL LIABILITIES AND NET ASSETS	$ 2,002,067	$ 2,062,745

See Notes to Financial Statements

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED DECEMBER 31, 2014
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Unrestricted	Temporarily Restricted	2014 Total	2013 Total
CHANGE IN NET ASSETS				
REVENUES AND OTHER SUPPORT				
Grant revenue	$ 7,545,723	-	$ 7,545,723	$ 7,364,989
Fees for service	424,089	-	424,089	382,531
Rent revenue	24,353	-	24,353	26,715
Public support	366,137	$ 66,191	432,328	312,699
In-kind donations	439,830	-	439,830	486,220
Interest	301	-	301	108
Fundraising	31,299	-	31,299	19,866
Other revenue	-	-	-	5,192
Total revenues and support	8,831,732	66,191	8,897,923	8,598,320
EXPENSES				
Program services				
Child services	3,374,862	-	3,374,862	2,421,621
Community services	831,155	-	831,155	1,599,936
Energy assistance	2,975,261	-	2,975,261	2,851,652
Housing	189,080	-	189,080	220,626
Weatherization	133,564	-	133,564	460,621
Workforce development	258,219	-	258,219	235,839
Total program services	7,762,141	-	7,762,141	7,790,295
Supporting activities				
Management and general	1,031,611	-	1,031,611	803,269
Fundraising	23,644	-	23,644	8,070
Total expenses	8,817,396	-	8,817,396	8,601,634
CHANGE IN NET ASSETS BEFORE LOSS ON SALE OF BUILDING	14,336	66,191	80,527	(3,314)
LOSS ON SALE OF BUILDING	(110,559)	-	(110,559)	-
CHANGE IN NET ASSETS	(96,223)	66,191	(30,032)	(3,314)
NET ASSETS, BEGINNING OF YEAR	1,072,598	63,106	1,135,704	1,139,018
NET ASSETS, END OF YEAR	$ 976,375	$ 129,297	$ 1,105,672	$ 1,135,704

See Notes to Financial Statements

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2014 AND 2013

	2014	2013
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	$ (30,032)	$ (3,314)
Adjustment to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	69,333	78,719
In-kind donation of vehicle	-	(48,501)
Loss on sale of building	110,559	-
(Increase) decrease in assets:		
Accounts receivable	(113,132)	16,218
Inventory	6,553	98,291
Prepaid expenses	67,697	(38,022)
Security deposits	(60)	-
Other noncurrent assets	(2,500)	(10,000)
Increase (decrease) in liabilities:		
Accounts payable	58,278	34,208
Accrued payroll and related taxes	27,498	5,152
Accrued compensated absences	(2,438)	11,971
Refundable advances	(51,760)	59,174
Other current liabilities	(55,781)	5,449
NET CASH PROVIDED BY OPERATING ACTIVITIES	84,215	209,345
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of property and equipment	(77,022)	(807)
Proceeds from sale of property and equipment	129,471	-
NET CASH PROVIDED BY (USED IN) INVESTING ACTIVITIES	52,449	(807)
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayment of demand note payable	(6,443)	(2,822)
Repayment of long term debt	-	(34,050)
NET CASH USED IN FINANCING ACTIVITIES	(6,443)	(36,872)
NET INCREASE IN CASH AND CASH EQUIVALENTS	130,221	171,666
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	614,293	442,627
CASH AND CASH EQUIVALENTS, END OF YEAR	$ 744,514	$ 614,293
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash paid during the year for interest	$ 3,252	$ 4,211

See Notes to Financial Statements

ORD COUNTY

ISES
I, 2014
/E INFORMATION

	Energy Assistance	Housing	Weatherization	Workforce Development	Total Program Services	Management And General	Fundraising	2014 Total	2013 Total
	274,670	$ 58,232	$ 29,507	$ 151,126	$ 2,749,604	$ 557,672	$ 2,822	$ 3,310,098	$ 3,049,496
	26,297	6,113	2,719	14,656	291,183	49,390	270	340,843	319,360
	35,699	5,778	3,058	18,473	298,140	25,726	-	323,866	313,627
									-
	2,558,709	89,438	60,684	18,320	2,872,416	1,201	-	2,873,617	3,106,672
	-	-	1,264	-	426,996	-	12,835	439,831	486,220
	2,287	386	379	1,876	187,425	8,935	-	196,360	97,110
	-	-	-	-	-	190,950	-	190,950	113,592
	4,121	3,565	7,201	6,394	155,558	13,341	17	168,916	218,713
	8,777	136	222	61	89,876	67,233	-	157,109	67,095
	23,138	1,364	2,958	26,354	145,835	3,602	-	149,437	121,191
	12,177	16,485	2,657	3,311	124,148	5,132	-	129,280	123,650
7	3,634	667	1,132	542	63,506	41,478	-	104,984	109,485
5	16,460	509	544	9,944	92,154	8,966	-	101,120	120,121
14	737	70	3	3,027	77,287	20,865	-	98,152	109,169
61	857	13	6	13	69,509	24,138	-	93,647	87,739
205	-	3,733	21,144	2,074	69,333	-	-	69,333	78,719
595	6,571	69	62	319	26,877	4,136	-	31,013	35,293
303	866	-	24	1,729	12,565	4,432	-	16,997	29,952
-	-	2,530	-	-	2,530	986	-	3,516	927
1,445	-	-	-	-	1,445	1,807	-	3,252	4,211
3,413	261	(8)	-	-	5,754	1,621	7,700	15,075	9,292
831,155	$ 2,975,261	$ 189,080	$ 133,564	$ 258,219	$ 7,762,141	$ 1,031,611	$ 23,644	$ 8,817,396	$ 8,601,634

See Notes to Financial Statements

NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2014 AND 2013

NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Organization

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

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

Basis of Accounting

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

Financial Statement Presentation

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

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

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

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

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

At December 31, 2014 and 2013 the Agency had unrestricted and temporarily restricted net assets.

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

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

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

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

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

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

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

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

Depreciation expense aggregated $69,333 and $78,719 for the years ended December 31, 2014 and 2013, respectively.

Accrued Earned Time
The Agency has accrued a liability of $78,154 and $80,592 at December 31, 2014 and 2013, respectively, for future compensated leave time that its employees have earned and which is vested with the employee.

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

Accounting Standard Codification No. 740, "Accounting for Income Taxes", establishes the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements. Management has analyzed the Agency's tax position taken on its information returns for the years (2011 through 2014), for the purposes of implementation, and has concluded that no additional provision for income taxes is necessary in the Agency's financial statements.

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

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

Advertising Expenses
The Agency expenses advertising costs as they are incurred. Total advertising costs for the years ended December 31, 2014 and 2013 amounted to $12,641 and $15,498, respectively.

In-kind Donations
The Agency pays below-market rent for the use of certain facilities. In accordance with generally accepted accounting principles, the difference between amounts paid for the use of the facilities and the fair market value of the rental space has been recorded as an in-kind donation and as an in-kind expense in the accompanying financial statements. The estimated fair value of the donation was determined to be $199,684 and $209,139 for the years ended December 31, 2014 and 2013, respectively.

The Agency also receives contributed professional services that are required to be recorded in accordance with FASB ASC No. 958. The estimated fair value of these services was determined to be $82,809 and $106,027 for the years ended December 31, 2014 and 2013, respectively.

The Agency also receives contributed food commodities and other goods that are required to be recorded in accordance with FASB ASC No. 958. The estimated fair value of these food commodities and goods was determined to be $132,268 and $25,070, respectively, for the year ended December 31, 2014. For the year ended December 31, 2013, the estimated fair value of these food commodities and goods was determined to be $170,871 and $12,207, respectively.

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

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

Subsequent Events
Subsequent events have been evaluated through June 10, 2015, which is the date that the financial statements were available to be issued.

NOTE 2. PROPERTY

As of December 31, 2014 and 2013, property consisted of the following:

	2014	2013
Land, buildings and improvements	$ 416,435	$ 719,429
Furniture, equipment and machinery	507,304	482,186
Vehicles	302,466	296,266
Total	1,226,205	1,497,881
Less accumulated depreciation	790,759	830,214
Net property	$ 435,446	$ 667,667

The sale of 60 Charles Street, Farmington New Hampshire accounts for the reduction in the land, buildings and improvements during the year ended December 31, 2014.

NOTE 3. ACCOUNTS RECEIVABLE

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year end. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. The allowance for uncollectible accounts was estimated to be zero at December 31, 2014 and 2013. The Agency has no policy for charging interest on overdue accounts.

NOTE 4. PLEDGED ASSETS

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

NOTE 5. DEMAND NOTE PAYABLE

The Agency has available a revolving line of credit with a bank in the amount of $250,000. The note is payable upon demand, but in the absence of demand, is due on November 30, 2015. Interest is stated at the prime rate plus 1% which result in an interest rate of 4.25% at December 31, 2014 and 2013. The note is collateralized by all the assets of the Agency.

NOTE 6. LONG TERM DEBT

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

NOTE 7. TEMPORARILY RESTRICTED NET ASSETS

At December 31, 2014 and 2013, the Agency had $129,297 and $63,106 in net assets temporarily restricted by donor-imposed use restrictions, respectively.

NOTE 8. LEASE COMMITMENTS

Facilities occupied by the Agency for its community service programs are rented under the terms of various operating leases. For the years ended December 31, 2014 and 2013, the annual lease/rent expense for the leased facilities was $163,615 and $121,191, respectively. Certain equipment is leased by the Agency under the terms of various operating leases.

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

Year Ended December 31	Amount
2015	$ 150,533
2016	84,234
2017	11,780
2018	8,729
2019	2,021
Total	$ 257,297

NOTE 9. RETIREMENT PLAN

The Agency maintains a voluntary contributory 403(b) plan for its employees who meet certain requirements as defined in the plan. The Agency matches 25% of employee contributions to the plan, to a maximum of 5% of salaries. Retirement plan contributions for the years ended December 31, 2014 and 2013 totaled $15,988 and $29,952, respectively.

NOTE 10. FUNDRAISING EXPENSES

The fundraising expenses related to fundraising revenues were $23,644 and $8,070 for the years ended December 31, 2014 and 2013, respectively.

NOTE 11. CONCENTRATION OF RISK

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

NOTE 12. CONCENTRATION OF CREDIT RISK

The Agency maintains its cash balances at several financial institutions in New Hampshire. The balances are insured by the Federal Deposit Insurance Corporation up to $250,000. The Agency maintains an agreement with its primary financial institution to collateralize the balances in excess of $250,000. At December 31, 2014 and 2013, there were no uninsured cash balances.

NOTE 13. CONTINGENCIES

The Agency receives grant funding from various sources. Under the terms of these agreements, the Agency is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Agency might be required to repay the funds. No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed as of December 31, 2014 and 2013.

SUPPLEMENTARY INFORMATION

(See Independent Auditors' Report)

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED DECEMBER 31, 2014

FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/PROGRAM TITLE	FEDERAL CFDA NUMBER	PASS-THROUGH GRANTOR'S NAME
U.S. Department of Agriculture		
Child and Adult Care Food Program	10.558	State of New Hampshire Department of Education
Summer Food Service Program for Children	10.559	State of New Hampshire Department of Education
Emergency Food Assistance Program (Food Commodities)	10.569	Belknap-Merrimack Community Action Partnership
Total U.S. Department of Agriculture		
U.S. Department of Housing and Urban Development		
Supportive Housing for the Elderly	14.157	New Hampshire Housing Authority
Community Development Block Grants / Entitlement Grants	14.218	City of Dover, New Hampshire
Community Development Block Grants / Entitlement Grants	14.218	City of Rochester, New Hampshire
Supportive Housing Program	14.235	State of New Hampshire Department of Health and Human
Supportive Housing Program	14.235	Community Partners / Behavioral Health / Services
Total U.S. Department of Housing and Urban Development		
U.S. Department of Labor		
WIA Adult Program	17.258	Southern New Hampshire Services, Inc.
WIA Dislocated Worker Formula Grants	17.278	Southern New Hampshire Services, Inc.
Total U.S. Department of Labor		
U.S. Department of Transportation		
Capital Assistance Program for Elderly Persons and Persons with Disabilities	20.513	State of New Hampshire Department of Transportation
Total U.S. Department of Treasury		
U.S. Department of Energy		
Weatherization Assistance for Low-Income Persons	81.042	State of New Hampshire Governor's Office of Energy & Cor
Total U.S. Department of Energy		
U.S. Department of Education		
Twenty-first Century Community Learning Centers	84.287	State of New Hampshire Department of Education
Total U.S. Department of Education		
U.S. Department of Health & Human Services		
Drug Free Communities Support	93.276	
Head Start	93.600	
Special Programs for the Aging - Title III, Part B- Grants for Supportive Services and Senior Centers	93.044	State of New Hampshire Division of Elderly and Adult servic
ACA Maternal, Infant and Early Childhood Home Visiting Program	93.505	State of New Hampshire Department of Health and Human
Promoting Safe and Stable Families	93.556	State of New Hampshire, DHHS, Division for Children, Yout
Temporary Assistance for Needy Families	93.558	State of New Hampshire, DHHS, Division for Children, Yout
Temporary Assistance for Needy Families	93.558	Southern New Hampshire Services, Inc.
Low-Income Home Energy Assistance	93.568	State of New Hampshire Governor's Office of Energy & Pla
Community Services Block Grant	93.569	State of New Hampshire, DHHS, DFA
Stephanie Tubbs Jones Child Welfare Program	93.645	State of New Hampshire, DHHS, Division for Children, You
Social Services Block Grant	93.667	State of New Hampshire, DHHS, Division for Children, You
Maternal and Child Health Services Block Grant to the States	93.994	BPHCS, Maternal & Health Section
Total U.S. Department of Health & Human Services		
Department of Homeland Security		
Emergency Food and Shelter National Board Program	97.024	United Way National Board
Total Department of Homeland Security		
TOTAL		

See Notes to Schedule of Expenditures of Federal Awards

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS FOR THE YEAR ENDED DECEMBER 31, 2014

NOTE 1 **BASIS OF PRESENTATION**

The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal grant activity of Community Action Partnership of Strafford County under programs of the federal government for the year ended December 31, 2014. The information in this Schedule is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Because the Schedule presents only a selected portion of the operations of Community Action Partnership of Strafford County, it is not intended to and does not present the financial position, change in net assets, or cash flows of the Agency.

NOTE 2 **SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

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

NOTE 3 **FOOD DONATION**

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

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COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

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

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

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Community Action Partnership of Strafford County (a New Hampshire nonprofit organization), which comprise the statements of financial position as of December 31, 2014 and 2013, and the related statements of cash flows for the years then ended, and the related notes to the financial statements, and the related statements of activities and functional expenses for the year ended December 31, 2014 and have issued our report thereon dated June 10, 2015.

Internal Control Over Financial Reporting

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

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

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

Compliance and Other Matters

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

Purpose of this Report

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

Leone, McDonnell & Roberts,
Professional Association

June 10, 2015
Wolfeboro, New Hampshire

Leone, McDonnell & Roberts
Professional Association
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COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

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

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

Report on Compliance for Each Major Federal Program

We have audited Community Action Partnership of Strafford County's (a New Hampshire nonprofit organization) compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of Community Action Partnership of Strafford County's major federal programs for the year ended December 31, 2014. Community Action Partnership of Strafford County's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditor's Responsibility

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

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

Opinion on Each Major Federal Program

In our opinion, Community Action Partnership of Strafford County complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended December 31, 2014.

Report on Internal Control Over Compliance

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

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

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

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

Leone McDonnell & Roberts,
Professional Association

June 10, 2015
Wolfeboro, New Hampshire

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED DECEMBER 31, 2014

A. SUMMARY OF AUDITORS' RESULTS

1. The auditors' report expresses an unmodified opinion on the financial statements of Community Action Partnership of Strafford County.

2. No significant deficiencies disclosed during the audit of the financial statements are reported in the *Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards.* No material weaknesses are reported.

3. No instances of noncompliance material to the financial statements of Community Action Partnership of Strafford County, which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.

4. No significant deficiencies in internal control over major federal award programs are reported in the *Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by OMB Circular A-133.* No material weaknesses are reported.

5. The auditors' report on compliance for the major federal award programs for Community Action Partnership of Strafford County expresses an unmodified opinion on all major programs.

6. There were no audit findings which the auditor would be required to report under Section 510(a) of OMB Circular A-133.

7. The programs tested as major were: Department of Health and Human Services, Low Income Home Energy Assistance Program, CFDA 93.568, Temporary Assistance for Needy Families, CFDA 93.558, Department of Labor, WIA Adult Program, CFDA 17.258 and WIA Dislocated Worker Formula Grants, CFDA 17.278.

8. The threshold used for distinguishing Type A and B programs was $300,000.

9. Community Action Partnership of Strafford County was determined to be a low-risk auditee.

B. FINDINGS – FINANCIAL STATEMENTS AUDIT

None

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

None

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
FOR THE YEAR ENDED DECEMBER 31, 2013

There were no findings or questioned costs that were required to be reported in the Schedule of Findings and Questioned Costs for the year ended December 31, 2013.

community Action PARTNERSHIP of Strafford County

ATTACHMENT

2015 Board of Directors

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

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

RESUME

Sandra M. Constantine

Objective

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

Education

Sanford High, Sanford, ME

Experience

Romac Orchards
Sanford, ME
Packer 1970-1974

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

Strafford County Community Action

Part-Time Elderly Transportation Driver 1978-present

Brandice Chagnon

Objective

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

Experience

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

Community Services Manager

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

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

Site Director

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

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

Work Resource Specialist

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

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

Vocational Resource Specialist

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

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

Program Coordinator

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

1997-2003 Market Basket. Salem/Tilton, NH

Assistant Manager

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

Education

2000-2004 Plymouth State University Plymouth, NH

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

Achievements

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

C. Quinn Slayton

SPECIALITIES

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

CAREER HIGHLIGHTS

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

EDUCATION & CERTIFICATIONS

Certificate of Non-Profit & National Service Management, 2009
Evans School of Public Affairs, University of Washington, Seattle, WA
Bachelor of Fine Art, 2004
Ball State University, Muncie, IN

CURRENT POSITION

Community Services & Housing Director: December 2014 - present

Community Action Partnership of Strafford County, Dover, NH

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

WORK EXPERIENCE

Director, Resource Development: July 2012 – November 2014

United Way of the Greater Seacoast, Portsmouth, NH & United Way of Massachusetts Bay & Merrimack Valley, Lowell, NH

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

Volunteer Program Manager: August 2009 – July 2012

Skagit County Community Action Agency, Mount Vernon, WA

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

Campaign Associate: September 2011 – December 2011

United Way of Skagit County, Burlington, WA

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

Project Supervisor: August 2006 - August 2009

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

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

Board Member: October 2006 - October 2007

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

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

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

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

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

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

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

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

ORGANIZATIONS

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

OTHER SKILLS

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

CONTRACTOR NAME

Key Personnel

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

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

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

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

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

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

WHEREAS, the Department and the Contractor agree to extend the completion date by fifteen months, and to increase the price limitation; and

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

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

Contractor Initials: EAP
Date: 4/27/15

9. Add Exhibit B-2

10. Delete in its entirety Standard Exhibit C, Special Provisions and replace with Exhibit C, Special Provisions.

11. Delete in its entirety, Exhibit C-1 Revisions to General Provisions, Section 4.

12. Delete in its entirety, Standard Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.

Contractor Initials: EAP
Date: 4/27/15

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

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

State of New Hampshire
Department of Health and Human Services

5/5/15
Date

Diane Langley
Director

Community Action Partnership of Strafford County

4/27/15
Date

NAME Betsey Andrews Parker
TITLE Executive Director

Acknowledgement:
State of NH, County of Strafford on 4/27/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

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

KRISTEN COMEAU - NOTARY PUBLIC - STATE OF NEW HAMPSHIRE - MY COMMISSION EXPIRES JUNE 4, 2019

Contractor Initials: EAP
Date: 4/27/15

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

OFFICE OF THE ATTORNEY GENERAL

5/22/15
Date

Name:
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Contractor Initials: EAS
Date: 4/27/15

Scope of Services

1. Purpose:

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

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

2. Contract Period:

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

3. Population:

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

3.1. Title III

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

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

3.2. Title XX 42 USC §1397 et seq.

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

4. Geographic Area to be served:

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

5. Services Provided in this Agreement

5.1. The Contractor will provide the services denoted by an "x" in 5.3 Services Table below, to the population defined in Paragraph 3 above.

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

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

NA means the service is not applicable to this contract.

Contractors Initials: EAP
Date: 4/27/15

6. Service descriptions

6.1. Home-Delivered Meals (funded through Titles III and XX) are delivered to a client at his/her home. A client must be homebound and unable to prepare his/her own meals. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the client including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. Providers Contractors must ensure assure that a visual contact is made with each client in his/her home on each day that meals are delivered as an assurance of the individual's safety, with the exception of meals designated as emergency meals or frozen meals which are delivered to clients in advance of anticipated inclement weather conditions or other adverse conditions.

6.2. Home Delivered Meals funded by Title XX shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX) incorporated by reference into this Agreement.

6.3. Home Delivered Meals funded by Title III shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.

6.4. The Contractor agrees to perform the following: receive inquiries and applications; determine eligibility; notify applicants of eligibility; maintain records for each recipient; train staff and volunteers; monitor and evaluate services; maintain financial records; submit reports as requested to the Bureau of Elderly and Adult Services.

6.5. Congregate Meals (Community Dining) (funded through Title III) are provided in community settings, where individuals travel to a designated site to share a meal with other individuals. Advance registration is not required, and individuals register when arriving at the meal site. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the individual including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. The Contractor shall, within 10 days of the contract effective date submit for Department approval their congregate meal site information.

6.6. Congregate Meals funded by Title III shall be provided according to the rules and policies of the Bureau of Elderly and Adult Services (BEAS), including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older Americans Act of 1965 as amended, incorporated by reference into this Agreement.

6.7. Transportation (funded through Title III) provides transport in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization. Title III Transportation services do not include pleasure excursions that charge individuals a fee for participation.

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6.8. Transportation services funded by Title III shall be provided according to the rules and policies of BEAS, including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.

6.9. Transportation providers must be in compliance with all applicable Federal and State Department of Transportation and Department of Safety regulations. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500 and inspected in accordance with NH Administrative Rule Saf-C 3200. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing and NH Administrative Rule Saf-C 1800 Commercial drivers licensing, as applicable.

7. Service Compliance Requirements

7.1. Access to Services

7.1.1. Individuals access the services described in this contract through one of two ways. They may apply directly for services to the contractor or be referred to the contractor by the Adult Protective Services Program as a result of a substantiated report of neglect, abuse, or exploitation.

7.1.1.1. Client directly applies for services: The Contractor shall determine eligibility for these services in accordance with the rules and requirements of the Title III and Title XX Programs. The contractor shall determine the eligibility of the individual; and with the exception of Congregate Meals and Transportation, provide written notice of eligibility within 45 days from the date eligibility was determined, indicate what services are to be provided and their frequency, and indicate the beginning and end dates for individual's period of eligibility.

7.1.1.2. Client referred by Adult Protective Services (APS): The contractor does not take an application, determine or redetermine the client's eligibility or issue notifications. The client's case will be managed by the APS staff. The referral will a protective services plan that the APS worker puts into place to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, or exploitation.

7.2. Client Application/Request for Services

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

7.3. Client Eligibility

7.3.1. The Contractor shall determine eligibility for services and shall be in compliance with both Title III and Title XX requirements regarding eligibility determination, notice of eligibility and the individual's period of eligibility as applicable.

7.3.2. In order for clients to be eligible to receive home-delivered meals through both Title III and Title XX, the client needs to demonstrate that he or she cannot prepare meals and that the individual is:

7.3.2.1. Homebound; or

7.3.2.2. Temporarily homebound due to recovery from illness or injury.

7.3.2.3. In order for clients to be eligible to receive congregate meals and transportation, they must be age 60 or older. They must sign up for these services prior to

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

(1) The spouses of individuals who accompany them to the meal site;

(2) Individuals providing volunteer services at the congregate meal site during meal hours;

(3) Individuals with disabilities who reside at home with an individual who is receiving Title III services; and

(4) Individuals with disabilities under the age of 60 who are not older individuals, but who reside in housing facilities occupied by older individuals where congregate meals are provided.

7.3.3. Eligibility determination

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

For Home Delivered Meals:
The Contractor shall provide a written notice of the eligibility decision, for individuals determined to be eligible to receive services, to the individual as soon as possible, but no later than 45 calendar days from the date of determination. This notice shall include:
1)The services to be provided, and when;
2)The eligibility period; and
3)Contact information for the contractor.

If the client is determined to not be eligible for service(s), the notice shall include:
1)The reason(s) for the denial;
2)A statement regarding the right of the individual or his or her authorized representative to request an informal resolution or appeal of the eligibility determination decision.
3)Contact information for requesting an appeal.

7.3.4. Redetermination of Service Eligibility.

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

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

7.3.5. Termination of Services.

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

6)The individual is deceased.

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

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

Bureau of Data Management
129 Pleasant Street
Concord, NH 03301

7.4. Client Assessments

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

7.5. Person centered provision of services

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

7.5.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
- 7.5.1.1. Individual's wishes, values, and beliefs are considered and respected.
- 7.5.1.2. Individual is listened to; needs and concerns are addressed.
- 7.5.1.3. Individual receives the information he/she needs to make informed decisions.

7.5.2. Planning is responsive to the individual. His or her preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.

7.5.3. Services are designed, scheduled, and delivered to best meet the needs and preferences of the individual.

7.5.4. The system is committed to excellence and quality improvement:

7.5.5. Individual rights are affirmed and protected.

7.5.6. Individuals are protected from exploitation, abuse, and neglect.

7.5.7. The service system is accessible, responsive, and accountable to the individual.

7.5.8. Person-centered planning may be incorporated into existing service plans or documents already being used by the contractor.

7.6. Staffing

The Contractor agrees to adhere to the following staffing requirements:

7.6.1. Provide sufficient staff to perform all tasks specified in this Agreement. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients and geographic area as identified in this Agreement.

7.6.2. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their

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

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

7.7. Service Delivery Verification

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

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

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

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

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

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

7.8. Reporting Requirements:

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

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

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

For home-delivered meals:

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

For transportation:

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

7.9. Client Fees and Donations

7.9.1. Title III Services

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

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

7.9.2. Title XX Services

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

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

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

7.9.3. Adult Protective Services

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

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

7.10. Adult Protective Services

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

7.11. E-Studio Electronic Information System

The Contractor shall be required to use BEAS' E-Studio electronic information system. E-Studio is BEAS' primary vehicle for uploading important information concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information. Contractor shall identify all of the key personnel who need to have E-Studio accounts to ensure that information from BEAS can be shared with the necessary agency staff. There is no cost to the contractor for BEAS to create an E-Studio account and no limit on the number of staff an agency identifies to have access to E-Studio. Contractor shall ensure that their E-Studio account(s) are kept current and that BEAS is notified when a staff member is no longer working in the program so his/her account can be terminated.

7.12. Criminal Background and Adult Protective Service Registry Checks

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

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7.12.1. Contractor shall conduct a New Hampshire criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact.

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

7.13. Grievance and Appeals

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

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

7.14. Privacy and Security of Client Information

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

7.15. Culturally and Linguistically Appropriate Standards of Care

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

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

7.16. Wait Lists

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

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

7.17. Notice of Failure to meet Service Obligations

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

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

7.18. Transition Process

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

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

7.19. Compliance with Laws and Regulations

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

7.20. Contract Monitoring

The Contractor shall:

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

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

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

7.21. Financial Integrity Maintenance

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

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

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

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

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

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

7.21.5. Weighted Average: The process for the scoring is

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

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

Table A - Risk Analysis Assessment Ratios Matrix

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

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

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

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

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Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions (Form P-37) of this Agreement in consideration for the Contractor's compliance with the terms and conditions of this Agreement and for the services provided by the Contractor pursuant to Exhibit A Amendment #1, Scope of Services.

2. The following terms and conditions detailed this Exhibit B Amendment #1 shall apply to all applicable services identified in Exhibit A Amendment #1, Paragraph 5, unless expressly stated otherwise.

3. The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A Amendment #1, Paragraph 5, according to the following reimbursement rates:

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

4. Payment for contracted services will be in accordance with Exhibit B-1 and Exhibit B-2.

5. The General provisions (Form P-37) Block 1.6 Account Numbers are as follows:

   - 05-95-48-481010-78720000-512-500352
   - 05-95-48-481010-78720000-541-500383
   - 05-95-48-481010-78720000-544-500386
   - 05-95-48-481010-92550000-544-500386

6. This Contract is funded with federal funds made available under the Catalog of Federal domestic Assistance (CFDA) #'s, for the provision of services pursuant to Exhibit A Amendment #1, Scope of Services as follows:

   - 93.044 United States Department of Health and Human Services, Administration for Community, Living Special Programs for the Aging- Title IIIB
   - 93.045 United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging- Title IIIC-1
   - 93.045 United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging- Title IIIC-2
   - 93.667 United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant- Title XX

6.1. The Contractor agrees to provide the services in Exhibit A Amendment #1, Scope of Services in compliance with funding requirements.

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7. Notwithstanding paragraph 18 of the General Provisions (Form P-37), an amendment, limited to the terms of Exhibit B-1 and Exhibit B-2, to transfer the amount of units from one service to another can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

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

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

10. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of required reports, or Contractor Site Review Reports, the State may review all units served to clients and number of miles per client incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any units served to clients and number of miles per client incurred that are not determined to be allowable or are determined to be served to ineligible clients and shall, by written notice specifying the disallowed costs, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs.

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

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

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

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

12.1.1. Meals Mileage

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

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

Contract Service Authorization Form (#3502) and Meal and Mileage Invoices shall be sent to:
NH Department of Health and Human Services
Data Management Unit
129 Pleasant St, P.O. Box 2000
Concord, NH 03301

12.2. Title III Transportation:

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

12.2.1. Title III Transportation Mileage

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

Title III Transportation and Mileage invoices and the monthly transportation form shall be submitted to:
Financial Management
DHHS Bureau of Elderly and Adult Services
129 Pleasant St, Brown Building
Concord NH 03301

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

12.4. The DHHS will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.

12.5. The Contractor shall submit to DHHS the subcontractor's budget for review and approval. The Contractor shall submit to DHHS copies of their subcontractor's invoices for actual units served to clients and number of miles per client that support the requests for reimbursement, upon DHHS request.

Contractor Initials EAP
Date 4/27/15

Contractor Name:	Community Action Partnership of Strafford County

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

Contractors Initials: CAP
Date: 4/27/15

SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

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

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

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

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

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

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

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

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

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

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

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

Contractor Initials EAP
Date 4/27/15

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

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

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

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

Contractor Name: Community Action Partnership of Strafford County

4/27/15
Date

Name: Betsy Andrews Parker
Title: Executive Director

Subject: Transportation Services

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		**1.2 State Agency Address** 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Community Action Partnership of Strafford County		**1.4 Contractor Address** 642 Central Avenue Dover, NH 03821	
1.5 Contractor Phone Number (603) 516-8130	**1.6 Account Number** See Exhibit B	**1.7 Completion Date** June 30, 2015	**1.8 Price Limitation** $39,728.75
1.9 Contracting Officer for State Agency Mary Maggioncalda, Administrator		**1.10 State Agency Telephone Number** 603-271-9096	
1.11 Contractor Signature EA and Pa		**1.12 Name and Title of Contractor Signatory** Executive Director, Betsey Andrews Parker	

1.13 Acknowledgement: State of NH, County of Strafford

On 5/20/14 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] Jennifer L Letson

JENNIFER L LETSON
MY COMMISSION EXPIRES SEPT. 9, 2014
NOTARY PUBLIC
NEW HAMPSHIRE

1.13.2 Name and Title of Notary or Justice of the Peace

Jennifer L. Letson, Executive Assistant

1.14 State Agency Signature Shi Rochon	**1.15 Name and Title of State Agency Signatory** Shari Rochon Director

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution)

By: Mike Brown On: 5/21/14

1.18 Approval by the Governor and Executive Council

By: On:

EAP
5/20/14

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

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

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

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

Contractor Initials: EAP
Date: 5/20/14

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $2,000,000 per occurrence; and
14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials: EAP
Date: 5/20/14

Scope of Services

1. Purpose:

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

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

2. Contract Period:

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

3. Population:

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

3.1. Title III

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

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

3.2. Title XX 42 USC §1397 et seq.

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

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

4. Geographic Area to be served:

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

5. Services Provided in this Agreement

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

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

6. Service descriptions

6.1. Home-Delivered Meals (funded through Titles III and XX) are delivered to a client at his/her home. A client must be homebound and unable to prepare his/her own meals. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the client including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. Providers Contractors must ensure assure that a visual contact is made with each client in his/her home on each day that meals are delivered as an assurance of the individual's safety, with the exception of meals designated as emergency meals or frozen meals which are delivered to clients in advance of anticipated inclement weather conditions or other adverse conditions.

6.2. Home Delivered Meals funded by Title XX shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX) incorporated by reference into this Agreement.

6.3. Home Delivered Meals funded by Title III shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.

6.4. The Contractor agrees to perform the following: receive inquiries and applications; determine eligibility; notify applicants of eligibility; maintain records for each recipient; train staff and volunteers; monitor and evaluate services; maintain financial records; submit reports as requested to the Bureau of Elderly and Adult Services.

6.5. Congregate Meals (Community Dining) (funded through Title III) are provided in community settings, where individuals travel to a designated site to share a meal with other individuals. Advance registration is not required, and individuals register when arriving at the meal site. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the individual including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. The Contractor shall provide congregate meals at the locations, hours, and days identified in Exhibit A-2.

6.6. Congregate Meals funded by Title III shall be provided according to the rules and policies of the Bureau of Elderly and Adult Services (BEAS), including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older Americans Act of 1965 as amended, incorporated by reference into this Agreement.

6.7. Transportation (funded through Title III) provides transport in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization. Title III Transportation services do not include pleasure excursions that charge individuals a fee for participation.

6.8. Transportation services funded by Title III shall be provided according to the rules and policies of BEAS, including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.

6.9. Transportation providers must be in compliance with all applicable Federal and State Department of Transportation and Department of Safety regulations. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500 and inspected in accordance with NH Administrative Rule Saf-C 3200. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing and NH Administrative Rule Saf-C 1800 Commercial drivers licensing, as applicable.

7. Service Compliance Requirements

7.1. Access to Services

7.1.1. Individuals access the services described in this contract through one of two ways. They may apply directly for services to the contractor or be referred to the contractor by the Adult Protective Services Program as a result of a substantiated report of neglect, abuse, or exploitation.

7.1.1.1. Client directly applies for services: The Contractor shall determine eligibility for these services in accordance with the rules and requirements of the Title III and Title XX Programs. The contractor shall determine the eligibility of the individual; and with the exception of Congregate Meals and Transportation, provide written notice of eligibility within 45 days from the date eligibility was determined, indicate what services are to be provided and their frequency, and indicate the beginning and end dates for individual's period of eligibility.

7.1.1.2. Client referred by Adult Protective Services (APS): The contractor does not take an application, determine or redetermine the client's eligibility or issue notifications. The client's case will be managed by the APS staff. The referral will a protective services plan that the APS worker puts into place to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, or exploitation.

7.2. Client Application/Request for Services

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

7.3. Client Eligibility

7.3.1. The Contractor shall determine eligibility for services and shall be in compliance with both Title III and Title XX requirements regarding eligibility determination, notice of eligibility and the individual's period of eligibility as applicable.

7.3.2. In order for clients to be eligible to receive home-delivered meals through both Title III and Title XX, the client needs to demonstrate that he or she cannot prepare meals and that the individual is:

7.3.2.1. Homebound; or

7.3.2.2. Temporarily homebound due to recovery from illness or injury.

7.3.2.3. In order for clients to be eligible to receive congregate meals and transportation, they must be age 60 or older. They must sign up for these services prior to

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

(1) The spouses of individuals who accompany them to the meal site;

(2) Individuals providing volunteer services at the congregate meal site during meal hours;

(3) Individuals with disabilities who reside at home with an individual who is receiving Title III services; and

(4) Individuals with disabilities under the age of 60 who are not older individuals, but who reside in housing facilities occupied by older individuals where congregate meals are provided.

7.3.3. Eligibility determination

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

For Home Delivered Meals:
The Contractor shall provide a written notice of the eligibility decision, for individuals determined to be eligible to receive services, to the individual as soon as possible, but no later than 45 calendar days from the date of determination. This notice shall include:
1)The services to be provided, and when;
2)The eligibility period; and
3)Contact information for the contractor.

If the client is determined to not be eligible for service(s), the notice shall include:
1)The reason(s) for the denial;
2)A statement regarding the right of the individual or his or her authorized representative to request an informal resolution or appeal of the eligibility determination decision.
3)Contact information for requesting an appeal.

7.3.4. Redetermination of Service Eligibility.

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

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

7.3.5. Termination of Services.

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

6)The individual is deceased.

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

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

Bureau of Data Management
129 Pleasant Street
Concord, NH 03301

7.4. Client Assessments

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

7.5. Person centered provision of services

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

7.5.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
- 7.5.1.1. Individual's wishes, values, and beliefs are considered and respected.
- 7.5.1.2. Individual is listened to; needs and concerns are addressed.
- 7.5.1.3. Individual receives the information he/she needs to make informed decisions.

7.5.2. Planning is responsive to the individual. His or her preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.

7.5.3. Services are designed, scheduled, and delivered to best meet the needs and preferences of the individual.

7.5.4. The system is committed to excellence and quality improvement:

7.5.5. Individual rights are affirmed and protected.

7.5.6. Individuals are protected from exploitation, abuse, and neglect.

7.5.7. The service system is accessible, responsive, and accountable to the individual.

7.5.8. Person-centered planning may be incorporated into existing service plans or documents already being used by the contractor.

7.6. Staffing

The Contractor agrees to adhere to the following staffing requirements:

7.6.1. Provide sufficient staff to perform all tasks specified in this Agreement. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients and geographic area as identified in this Agreement.

7.6.2. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their

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

7.6.3. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;

7.6.4. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;

7.6.5. A description of time frames necessary for obtaining staff replacements;

7.6.6. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience; and

7.6.7. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

7.7. Service Delivery Verification

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

1) Eligibility:

a) The number of applications for home delivered meals and the number of requests for congregate meals and transportation and

i) The number and percent of applicants found eligible for each service; and

ii) The number and percent of applicants found ineligible for each service.

The contractor will indicate the reasons applicants were found ineligible and what quality improvement activity(ies) is/are to be initiated to address concerns about eligibility.

2) Quality and Appropriateness:

a) Plans of Care: For home delivered meals the number and percent of individuals' plans of care contain evidence of person-centered planning

i) The number and percent of individuals who have experienced a safety-related incident or accident which occurs during times of face-to-face contact with the client(s); The number and percent of individuals for whom a report to Adult Protective Services was made.

b) Experience: The number and percent of individuals surveyed (via telephone, mail, e-mail, or face-to-face) who report their experiences with their services and providers have been satisfactory or better.

c) The contractor will indicate the reasons why:

i) For home delivered meals, applicants' plans of care did not include evidence of person-centered planning;

ii) Applicants experienced safety-related incidents which occurs during times of face-to-face contact with the client(s); Applicants were referred to Adult Protective Services; and

iii) The number and percent of individuals surveyed who reported their experiences with their services and providers were not satisfactory or better.

d) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about the quality and appropriateness of care.

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

4) Service Delivery

a) The number of open cases at the end of each reporting period, and

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

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

7.8. Reporting Requirements:

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

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

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

For home-delivered meals:

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

For transportation:

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

7.9. Client Fees and Donations

7.9.1. Title III Services

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

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

7.9.2. Title XX Services

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

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

7.9.3. Adult Protective Services

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

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

7.10. Adult Protective Services

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

7.11. E-Studio Electronic Information System

The Contractor shall be required to use BEAS' E-Studio electronic information system. E-Studio is BEAS' primary vehicle for uploading important information concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information. Contractor shall identify all of the key personnel who need to have E-Studio accounts to ensure that information from BEAS can be shared with the necessary agency staff. There is no cost to the contractor for BEAS to create an E-Studio account and no limit on the number of staff an agency identifies to have access to E-Studio. Contractor shall ensure that their E-Studio account(s) are kept current and that BEAS is notified when a staff member is no longer working in the program so his/her account can be terminated.

7.12. Criminal Background and Adult Protective Service Registry Checks

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

7.12.1. Contractor shall conduct a New Hampshire criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact.

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

7.13. Grievance and Appeals

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

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

7.14. Privacy and Security of Client Information

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

7.15. Culturally and Linguistically Appropriate Standards of Care

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

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

7.16. Wait Lists

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

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

7.17. Notice of Failure to meet Service Obligations

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

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

7.18. Transition Process

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

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

7.19. Compliance with Laws and Regulations

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

7.20. Contract Monitoring

The Contractor shall:

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

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

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

7.21. Financial Integrity Maintenance

7.21.1. Financial Reporting Requirements: In addition to the requirement for Contractor to provide annual audited financial statements, the Contractor agrees to provide quarterly to the State, interim Balance Sheet and Profit and Loss Statements for the Contractor to including separate statements for related parties. All statements must be certified by an officer of the reporting entity.

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

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

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

7.21.4. Risk Assessment Process:

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

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

7.21.5. Weighted Average: The process for the scoring is

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

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

Table A - Risk Analysis Assessment Ratios Matrix

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

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Date: 5/20/14

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

Contractors Initials: EAP
Date: 5/20/14

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

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

7.22. Agreement Elements

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

Exhibit A-1
July 1, 2014 through June 30, 2015
Geographic Area Form

RFP # 14-DHHS-DCBCS-BEAS-05

Contractor's name: Community Action Partnership of Strafford County

Name of Service	County/Counties	Towns/Cities where Services will be offered
Transportation	Strafford	Barrington
		Dover
		Durham
		Farmington
		Lee
		Madbury
		Middleton
		Milton
		New Durham
		Rochester
		Somersworth
		Strafford

Contractors Initials: EAP
Date: 5/20/14

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions (P-37) of this Agreement for the services provided by the Contractor pursuant to Exhibit A, Scope of Services and for the period beginning July 1, 2014 or the date of G&C approval, whichever is later. The completion date of this contract shall be June 30, 2015, block 1.7 of the P-37.

2. Service(s) provided in this Agreement: The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A, Paragraph 5. The following terms and conditions detailed below in this Exhibit B shall apply to all services unless expressly stated otherwise.

3. Payment for contracted services will be made up to the total maximum allowable funding identified in Column D of Exhibits B-1 and B-3, and Column C of Exhibit B-2 and based on the following reimbursement rates:

   3.1. $4.85 per home delivered meal
   3.2. $5.50 per congregate meal
   3.3. $8.75 per person per day for Transportation Services
   3.4. .30 cents per mile

4. The General provisions (P-37) Section 1.6 Account Numbers for funding under this contract including identification of the funding source (name of Grantor and Catalog of Federal Domestic Assistance (CFDA) number) are as follows:

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

5. Notwithstanding paragraph 18 of the P-37, an amendment limited to the terms of Exhibit B-1, B-2, and B-3 to transfer the amount of units from one service to another can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

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

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

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

9. Form Submission:

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

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

10. Invoice Submission:

    10.1. Meals

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

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

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

Contractor Initials EAP
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10.1.1. Meals Mileage

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

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

Contract Service Authorization Form (#3502) and Meal and Mileage Invoices shall be sent to:
NH Department of Health and Human Services
Data Management Unit
129 Pleasant St, P.O. Box 2000
Concord, NH 03301

10.2. Title III Transportation:

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

10.2.1. Title III Transportation Mileage

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

Title III Transportation and Mileage invoices and the monthly transportation form shall be submitted to:
Financial Management
DHHS Bureau of Elderly and Adult Services
129 Pleasant St, Brown Building
Concord NH 03301

Contractor Initials EAP
Date 5/20/14

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

10.4. The DHHS will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.

10.5. The Contractor shall submit to DHHS the subcontractor's budget for review and approval. The Contractor shall submit to DHHS copies of their subcontractor's invoices for actual units served to clients and number of miles per client that support the requests for reimbursement, upon DHHS request.

Contractor Initials EAP
Date 5/20/14

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

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

Contractors Initials: EAP
Date: 5/20/14

SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party fundors for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party fundors, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to

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

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

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

16.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate

16.3. Monitor the subcontractor's performance on an ongoing basis

16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

16.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.

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

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. **Contract Extension:** The Department reserves the right to extend the completion date of the contract for up to two years to be exercised by mutual agreements by the parties, upon availability of funding, acceptable performance of the Statement of Work, and subsequent approval by the Governor and Executive Council.

4. **CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS:**

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

Contractors Initials: EAP
Date: 5/20/14

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

4.3 The Contractor shall insert the substance of this clause, including this paragraph (4.3), in all subcontracts over the simplified acquisition threshold.

5. Subparagraph 14.1.1 of the General Provisions of this contract is deleted and the following subparagraph is added:

14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $1,000,000 per occurrence and excess/umbrella liability coverage in the amount of $2,000,000 per occurrence; and

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
   1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

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

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

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

Contractor Name: CAPSC

5/20/14
Date

Name: Betsey Andrews Parker
Title: Executive Director

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name: CAPSL

5/20/14
Date

Name: Betsey Andrews Porter
Title: Executive Director

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

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

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

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

Contractor Name: CAPSC

5/20/14
Date

Name: Betsey Andrews Parker
Title: Executive Director

CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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

Contractor Name: CAPSC

5/20/14
Date

Name: Betsey Andrews Parker
Title: Executive Director

State of New Hampshire
Department of Health and Human Services
Amendment #3 to the Nutrition and Transportation Contract

This third Amendment to the Nutrition and Transportation contract (hereinafter referred to as "Amendment #3") dated May 9, 2016, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Community Action Program Belknap and Merrimack Counties, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 2 Industrial Park Drive, Concord, NH, 03302.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 18, 2014 (Item #109) (hereinafter referred to as the "Contract"), and amended by an agreement (Amendment #1) approved on March 27, 2015 by the Attorney General, and (Amendment #2) approved on June 10, 2015 (Item #21) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

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

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Department and the Contractor agree: 1) to change the per person per day transportation rate and per mile rate; and 2) to increase the amount of funding for Title III C-1 Congregate Meals, Title III C-2 Home Delivered Meals, and Title XX Home Delivered Meals;

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

1. Except as specifically amended and modified by the terms and conditions in this Amendment #3, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.

2. Amend General Provisions (Form P-37), Block 1.8, Price Limitation, to read: $3,754,753.95.

3. Replace Exhibit B Amendment #1, Section 3 as follows:

    3. The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A Amendment #1, Paragraph 5, according to the following reimbursement rates:

Reimbursement Rates	Unit Types
$4.85	Per Home Delivered Meal
$5.50	Per Congregate Meal
$9.32	Per Person per day for Transportation Services
$.54	Per mile

Contractor Initials: _____
Date: 5/12/16

4. Replace Exhibit B-4 Title III C-1 Congregate Meals 7/1/15 – 6/30/16 Total Maximum Allowed by Funding Source with $327,189.50.

5. Replace Exhibit B-4 Title III C-2 Home Delivered Meals 7/1/15 – 6/30/16 Total Maximum Allowed by Funding Source with $636,835.45.

6. Replace Exhibit B-4 Title XX Home Delivered Meals 7/1/15 – 6/30/16 Total Maximum Allowed by Funding Source with $505,926.80.

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

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

State of New Hampshire
Department of Health and Human Services

5/18/16
Date

NAME Marilee N. Nihan, MSA
TITLE Deputy Commissioner

Community Action Program Belknap and Merrimack Counties, Inc.

May 10, 2016
Date

NAME Ralph Littlefield
TITLE Executive Director

Acknowledgement:
State of New Hampshire, County of Merrimack on May 10, 2016, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Kathy L. Howard, Notary Public
KATHY L. HOWARD Notary Public, New Hampshire
My Commission Expires October 16, 2018
Name and Title of Notary or Justice of the Peace

Contractor Initials:
Date: 5/10/16

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

OFFICE OF THE ATTORNEY GENERAL

5/23/14
Date

Name: Megan A. York
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

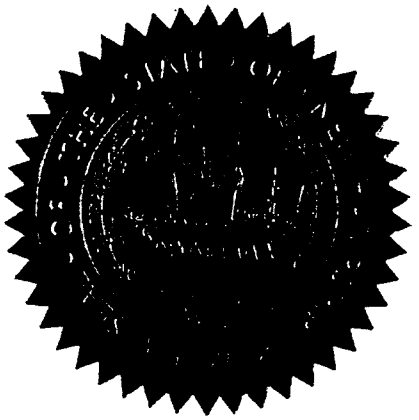
_____
Date

Name:
Title:

State of New Hampshire
Department of State

CERTIFICATE

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



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

William M. Gardner
Secretary of State

NEW HAMPSHIRE

Corporation Division

Search
By Business Name
By Business ID
By Registered Agent
Annual Report
File Online
Guidelines
Name Availability
Name Appeal Process

Date: 4/21/2016

Filed Documents

(Annual Report History, View Images, etc.)

Business Name History

Name	Name Type
Community Action Program Belknap and Merrimack Counties, Inc.	Legal

Non-Profit Corporation - Domestic - Information

Business ID:	63021
Status:	Good Standing
Entity Creation Date:	5/28/1965
State of Business.:	NH
Principal Office Address:	2 Industrial Park Drive Concord NH 03301
Principal Mailing Address:	PO Box 1016 Concord NH 03302
Expiration Date:	Perpetual
Last Annual Report Filed Date:	11/2/2015 9:43:36 AM
Last Annual Report Filed:	2015

Registered Agent

Agent Name:	
Office Address:	No Address
Mailing Address:	No Address

Important Note: The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.

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Community Action Program Belknap-Merrimack Counties, Inc.

CERTIFICATE OF VOTE

I, Dennis T. Martino, Secretary-Clerk of Community Action Program Belknap-Merrimack Counties, Inc. (hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that: (1) I am the duly elected and acting Secretary-Clerk of the Corporation; (2) I maintain and have custody and am familiar with the minute books of the Corporation; (3) I am duly authorized to issue certificates with respect to the contents of such books; (4) that the Board of Directors of the Corporation have authorized, on 01/14/2016, such authority to be in force and effect until 06/30/2016 (contract termination date). (see attached)

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

Ralph Littlefield, Executive Director

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

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the corporation this 10th day of May, 2016.

Dennis T. Martino
Secretary-Clerk

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this 10th day of May, 2016, before me, Kathy L. Howard the undersigned Officer, personally appeared Dennis T. Martino who acknowledged her/himself to be the Secretary-Clerk of Community Action Program Belknap-Merrimack Counties, Inc., a corporation and that she/he as such Secretary-Clerk being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

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

Commission Expiration Date:

KATHY L. HOWARD Notary Public, New Hampshire
My Commission Expires October 16, 2018

COMMUNITY ACTION PROGRAM
BELKNAP-MERRIMACK COUNTIES, INC.

CORPORATE RESOLUTION

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

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

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

This Resolution was approved by the Board of Directors of Community Action Program Belknap-Merrimack Counties, Inc. on January 14, 2016, and has not been amended or revoked and remains in effect as of the date listed below.

May 10, 2016
Date

Dennis T. Martino
Secretary/Clerk

SEAL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/28/2016

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	CONTACT NAME: Karen Shaughnessy
FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: kshaughnessy@crossagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: National Union Fire Insurance	19445
INSURER B: AmGuard Ins Co	42390
INSURER C: Hanover Ins Group	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Community Action Programs
Belknap-Merrimack Counties Inc.
P. O. Box 1016
Concord NH 03302

COVERAGES **CERTIFICATE NUMBER:** 15-16 All lines **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:			29-LX-001205698-0 NFP0086654- (D&O)	10/1/2015	10/1/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Directors & Officers	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			29-CA-003162821-0	10/1/2015	10/1/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist combined	$ 1,000,000 $ $ $ $ 1,000,000
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			29-UD-001205720-0	10/1/2015	10/1/2016	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		COWC600560 (3a.) NH All officers included	6/17/2015	6/17/2016	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
C	Blanket Crime			BDV1945863	3/27/2015	3/27/2016	Limit:	500,000
D	Professional			NHJUA11882	12/30/2015	12/30/2016	Limit:	1,000,000

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

CERTIFICATE HOLDER

State of NH
Dept. of Health & Human Services
129 Pleasant Street
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Chris Sharpe/JSC

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Community Action Program
Belknap–Merrimack Counties, Inc.

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

COMMUNITY ACTION PROGRAM
BELKNAP-MERRIMACK COUNTIES, INC.

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

STATEMENT OF PURPOSE

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

ALTON
Senior Center 875-7182
Prospect View Housing 875-3111

BELMONT
Senior Center 267-8887
Heritage Terr. Housing 267-8881

BRADFORD
Senior Center 938-2184

CONCORD
Area Center 225-6880
Head Start 224-6492
Early Head Start 224-6492
Concord Area Meals-on-Wheels 225-8082
Concord Area Transit 225-1989
Horseshoe Pond Place 228-6956
WIC/CSFP 225-2050
Workplace Success 223-2306

EPSOM
Meadow Brook Housing 736-8250

FRANKLIN
Area Center 934-3444
Head Start 934-2161
Early Head Start 934-2161
Senior Center 934-4151
Riverside Housing 934-5340

KEARSARGE VALLEY
Area Center 456-2207
Head Start 456-2208
North Ridge Housing 456-3396

LACONIA
Area Center 524-6512
Head Start 528-5334
Early Head Start 528-5334
Senior Center 524-7989
Family Planning 524-5453
Prenatal 524-5453
Winnipesaukee Transit 528-2496
Workplace Success 524-4367

MEREDITH
Area Center 279-4096

NEWBURY
Newbury Commons Housing 763-0360

OSSIPEE
Family Planning 539-7562
Prenatal 539-7562

PEMBROKE
Village at Pembroke Farms Housing 485-1842

PITTSFIELD
Senior Center 435-8482
Head Start 435-6616
Early Head Start 435-6611

SUNCOOK
Area Center 485-7824
Senior Center 485-4254

TILTON
Senior Center 527-8291

Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

FINANCIAL STATEMENTS
FOR THE YEARS ENDED FEBRUARY 28, 2015 AND 2014
AND
INDEPENDENT AUDITORS' REPORT

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.

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

INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

We have audited the accompanying financial statements of Community Action Program Belknap-Merrimack Counties, Inc. (a New Hampshire nonprofit organization), which comprise the statements of financial position as of February 28, 2015 and 2014, and the related statements of cash flows for the years then ended and the statement of activities and the related notes to the financial statements for the year ended February 28, 2015.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Community Action Program Belknap-Merrimack Counties, Inc. as of February 28, 2015 and 2014, and its cash flows for the years then ended, and the changes in its net assets for the year ended February 28, 2015 in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Community Action Program Belknap-Merrimack Counties, Inc.'s 2014 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated October 2, 2014. In our opinion, the summarized comparative information presented herein as of and for the year ended February 28, 2014, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Matters

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

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated October 2, 2015, on our consideration of Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over financial reporting and compliance.

Leone, McDonnell & Roberts
Professional Association

October 2, 2015
Concord, New Hampshire

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

STATEMENTS OF FINANCIAL POSITION
FEBRUARY 28, 2015 AND 2014

ASSETS

	2015	2014
CURRENT ASSETS		
Cash	$ 663,946	$ 1,048,391
Accounts receivable	2,905,020	2,635,718
Prepaid expenses	221,988	233,047
Total current assets	3,790,954	3,917,156
PROPERTY		
Land, buildings and improvements	4,618,289	4,618,289
Equipment, furniture and vehicles	5,912,869	6,153,197
Total property	10,531,158	10,771,486
Less accumulated depreciation	(6,515,032)	(6,393,172)
Property, net	4,016,126	4,378,314
OTHER ASSETS		
Investments	70,897	94,439
Due from related party	139,441	139,441
Total other assets	210,338	233,880
TOTAL ASSETS	$ 8,017,418	$ 8,529,350

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Current portion of notes payable	$ 145,551	$ 137,236
Accounts payable	1,629,667	1,578,759
Accrued expenses	993,053	1,120,302
Refundable advances	916,503	912,848
Total current liabilities	3,684,774	3,749,145
LONG TERM LIABILITIES		
Notes payable, less current portion shown above	1,465,279	1,608,954
Total liabilities	5,150,053	5,358,099
NET ASSETS		
Unrestricted	2,317,222	2,629,700
Temporarily restricted	550,143	541,551
Total net assets	2,867,365	3,171,251
TOTAL LIABILITIES AND NET ASSETS	$ 8,017,418	$ 8,529,350

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED FEBRUARY 28, 2015
WITH COMPARATIVE TOTALS FOR THE YEAR ENDED FEBRUARY 28, 2014

	Unrestricted	Temporarily Restricted	2015 Total	2014 Total
REVENUES AND OTHER SUPPORT				
Grant awards	$ 16,673,978		$ 16,673,978	$ 16,799,982
Other funds	3,310,600	$ 2,442,312	5,752,912	7,487,335
In-kind	848,954		848,954	793,868
United Way	94,850		94,850	86,102
Total revenues and other support	20,928,382	2,442,312	23,370,694	25,167,287
NET ASSETS RELEASED FROM RESTRICTIONS	2,433,720	(2,433,720)		
Total	23,362,102	8,592	23,370,694	25,167,287
EXPENSES				
Compensation	8,177,739		8,177,739	8,042,123
Payroll taxes and benefits	2,186,454		2,186,454	2,398,215
Travel	295,726		295,726	289,138
Occupancy	1,297,227		1,297,227	1,195,834
Program services	8,923,081		8,923,081	10,867,215
Other costs	1,530,175		1,530,175	1,771,081
Depreciation	415,224		415,224	455,359
In-kind	848,954		848,954	793,868
Total expenses	23,674,580		23,674,580	25,812,833
CHANGE IN NET ASSETS	(312,478)	8,592	(303,886)	(645,546)
NET ASSETS, BEGINNING OF YEAR	2,629,700	541,551	3,171,251	3,816,797
NET ASSETS, END OF YEAR	$ 2,317,222	$ 550,143	$ 2,867,365	$ 3,171,251

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED FEBRUARY 28, 2015 AND 2014

	2015	2014
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	$ (303,886)	$ (645,546)
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	415,224	455,359
(Gain) loss on sale of property	(22,350)	4,514
Loss on investment	32,335	
(Increase) decrease in current assets:		
Accounts receivable	(269,302)	849,143
Prepaid expenses	11,059	191,320
Increase (decrease) in current liabilities:		
Accounts payable	50,908	(443,293)
Accrued expenses	(127,249)	(59,324)
Refundable advances	3,655	(157,176)
NET CASH (USED IN) PROVIDED BY OPERATING ACTIVITIES	(209,606)	194,997
CASH FLOWS FROM INVESTING ACTIVITIES		
Additions to property	(60,450)	(214,202)
Investment in partnership	(8,793)	(12,020)
Proceeds from sale of property	29,764	1,700
NET CASH USED IN INVESTING ACTIVITIES	(39,479)	(224,522)
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayment of long term debt	(135,360)	(127,536)
NET CASH USED IN FINANCING ACTIVITIES	(135,360)	(127,536)
NET DECREASE IN CASH	(384,445)	(157,061)
CASH BALANCE, BEGINNING OF YEAR	1,048,391	1,205,452
CASH BALANCE, END OF YEAR	$ 663,946	$ 1,048,391
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid during the year for interest	$ 139,724	$ 118,011

See Notes to Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.

NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED FEBRUARY 28, 2015

1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Organization

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

Basis of Accounting

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

Financial Statement Presentation

Financial statement presentation follows the recommendations of the FASB in its Accounting Standard Codification No. 958 *Financial Statements of Not-For-Profit Organizations.* Under FASB ASC No. 958, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions. As of February 28, 2015 the Organization had no permanently restricted net assets and had temporarily restricted net assets of $550,143.

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended February 28, 2014, from which the summarized information was derived.

Income Taxes

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

Community Action Program Belknap – Merrimack Counties, Inc. files information returns in the United States and the State of New Hampshire. Community Action Program Belknap – Merrimack Counties, Inc. is no longer subject to examinations by tax authorities for years before 2011.

Accounting Standard Codification No. 740 (ASC 740), *Accounting for Income Taxes,* established the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements. The Organization has analyzed

its tax position taken on its information returns for the years (2011 through 2014), and has concluded that no additional provision for income taxes is necessary in the Organization's financial statements.

Property

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

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

Use of Estimates

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

Cash and Cash Equivalents

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

Contributions

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

Contributed Services

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

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

In-Kind Donations / Noncash Transactions

Donated facilities, services and supplies are reflected as revenue and expense in the accompanying financial statements, if the criteria for recognition is met. This represents the estimated fair value for the service, supplies and space that the Organization might incur under normal operating activities. The Organization received $848,954 in donated facilities, services and supplies for the year ended February 28, 2015 as follows:

The Organization receives contributed professional services that are required to be recorded in accordance with FASB ASC No. 958. The estimated fair value of these services was determined to be $424,017 for the year ended February 28, 2015.

The Organization also receives contributed food commodities and other goods that are required to be recorded in accordance with FASB ASC No. 958. The estimated fair value of these food commodities and goods was determined to be $413,905 for the year ended February 28, 2015.

The Agency pays below-market rent for the use of certain facilities. In accordance with generally accepted accounting principles, the difference between amounts paid for the use of the facilities and the fair market value of the rental space has been recorded as an in-kind donation and as an in-kind expense in the accompanying financial statements. The estimated fair value of the donation was determined to be $11,032 for the year ended February 28, 2015.

Advertising
The Organization expenses advertising costs as they are incurred. Total advertising costs for the year ended February 28, 2015 amounted to $34,336.

2. ACCOUNTS RECEIVABLE

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year end. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. The allowance for uncollectible accounts was estimated to be zero at February 28, 2015. The Organization has no policy for charging interest on overdue accounts.

3. REFUNDABLE ADVANCES

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services or expenditures are performed or incurred. Funds received in advance of grantor conditions being met aggregated $916,503 as of February 28, 2015.

4. RETIREMENT PLAN

The Organization has a qualified contributory pension plan which covers substantially all employees. The cost of the plan is charged to programs administered by the Organization. The expense of the plan for the year ended February 28, 2015 totaled $336,795.

5. LEASED FACILITIES

Facilities occupied by the Organization for its community service programs are leased under various operating leases. The lease terms range from month to month to every two years. For the year ended February 28, 2015, the annual lease expense for the leased facilities was $466,840.

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

Year Ended February 28	Amount
2016	$ 107,483

6. **ACCRUED EARNED TIME**

The Organization has accrued a liability for future annual leave time that its employees have earned and vested with the employees in the amount of $415,819 at February 28, 2015.

7. **BANK LINE OF CREDIT**

The Organization has a $200,000 revolving line of credit agreement (the line) with a bank that is due on demand. The line calls for monthly variable interest payments based on the Wall Street Journal Prime Rate (3.25% for the year ended February 28, 2015) plus 1%, but not less than 6% per annum. The line is secured by all the Organization's assets. There was no outstanding balance on the line at February 28, 2015.

8. **LONG TERM DEBT**

Long term debt consisted of the following as of February 28, 2015:

5.75% note payable to a financial institution in monthly installments for principal and interest of $12,373 through July, 2023. The note is secured by property of the Organization for Lakes Region Family Center.	$ 1,108,079
Note payable to a bank in monthly installments for principal and interest of $4,842 through May, 2023. Interest is stated at 1% above the prime rate as published by the Wall Street Journal, which resulted in an interest rate of 4.25% at February 28, 2015. The note is secured by a first real estate mortgage and assignment of rents and leases on property located in Concord, New Hampshire for Early Head Start.	390,829
3% note payable to the City of Concord for leasehold improvements in monthly installments for principal and interest of $747 through May, 2027. The note is secured by property of the Organization for the agency administrative building renovations.	91,766

4.75% note payable to Rural Development in monthly installments for principal and interest of $148 per month through June, 2031. The note is secured by property of the Organization for Franklin Community Services building.	20,156
Total	1,610,830
Less amounts due within one year	145,551
Long term portion	$ 1,465,279

The scheduled maturities of long term debt as of February 28, 2015 were as follows:

Year Ending February 28	Amount
2016	$ 145,551
2017	154,380
2018	163,753
2019	173,709
2020	184,280
Thereafter	789,157
	$ 1,610,830

9. PROPERTY AND EQUIPMENT

Property and equipment consisted of the following as of February 28, 2015:

Land	$ 168,676
Building and improvements	4,449,613
Equipment and vehicles	5,912,869
	10,531,158
Less accumulated depreciation	(6,515,032)
Property and equipment, net	$ 4,016,126

Depreciation expense for the year ended February 28, 2015 was $415,224.

10. CONTINGENCIES

The Organization receives grant funding from various sources. Under the terms of these agreements, the Organization is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Organization might be required to repay the funds. No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed as of February 28, 2015. Monitoring has not indicated any discrepancies.

11. CONCENTRATION OF RISK

For the year ended February 28, 2015, approximately $10,600,000 (45%) of the Organization's total revenue was received from the Department of Health and Human Services. The future scale and nature of the Organization is dependent upon continued support from this department.

The Organization maintains its cash accounts in several financial institutions in southern New Hampshire. At February 28, 2015, the balances were insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000. Effective July 1, 2010, one of the financial institutions agreed to collateralize all deposits with them in excess of the FDIC limit. Another financial institution agreed to collateralize the Organization's sweep repurchase account up to 110% of the account balance with US Government Agencies. At February 28, 2015, there were no deposits in excess of the uninsured limits.

12. TEMPORARILY RESTRICTED NET ASSETS

At February 28, 2015, temporarily restricted net assets consisted of the following unexpended, purpose restricted donations:

Restricted Purpose	
Senior Center	$ 120,826
Elder Services	220,314
NH Rotary Food Challenge	5,071
Common Pantry	6,605
Community Crisis	3,578
Caring Fund	12,690
Agency-FAP	12,169
Agency-H/S	157,487
Agency-FP/PN	8,774
FGP/SCP Assoc. Region 1	1,183
Other Programs	1,446
	$ 550,143

13. STATEMENT OF FUNCTIONAL EXPENSES

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

	Program	Management	Total
Salaries and wages	$ 7,781,954	$ 395,785	$ 8,177,739
Benefits and payroll taxes	2,040,658	145,796	2,186,454
Travel	292,103	3,623	295,726
Occupancy	1,189,639	107,588	1,297,227
Program services	8,923,081		8,923,081
Other costs:			
Accounting fees	16,416	32,670	49,086
Legal fees	1,770	592	2,362
Supplies	221,230	26,602	247,832

Postage and shipping	59,481	1,099	60,580
Equipment rental and maintenance	1,691	2,591	4,282
Printing and publications	3,279	1,742	5,021
Conferences, conventions and meetings	6,889	5,945	12,834
Interest	126,452	13,272	139,724
Insurance	206,524	29,585	236,109
Membership fees	10,837	1,480	12,317
Utility and maintenance	5,042	53,514	58,556
Other	683,716	17,756	701,472
Depreciation	413,758	1,466	415,224
In kind	848,954		848,954
	$ 22,833,474	$ 841,106	$ 23,674,580

14. RELATED PARTY TRANSACTIONS

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

Related Party	Function
CAPBMC Development Corporation	Real Estate Development

There was $139,441 due from CAPBMC Development Corporation at February 28, 2015.

15. RECLASSIFICATION

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

16. FAIR VALUE OF FINANCIAL INSTRUMENTS

Community Action Program Belknap-Merrimack Counties, Inc. has also invested money relating to its Fix-it program in certain mutual funds. The fair value of the mutual funds totaled $70,897 at February 28, 2015.

ASC Topic No. 825-10, Financial Instruments, provides a definition of fair value which focuses on an exit price rather than an entry price, establishes a framework in generally accepted accounting principles for measuring fair value which emphasizes that fair value is a market-based measurement, not an entity-specific measurement, and requires expanded disclosures about fair value measurements. In accordance with FASB ASC 820, the Organization may use valuation techniques consistent with market, income and cost approaches to measure fair value. As a basis for considering market participant assumptions in fair value measurements, FASB ASC 820 establishes a fair value hierarchy, which prioritizes the inputs used in measuring fair values. The hierarchy gives the highest priority to Level 1

measurements and the lowest priority to Level 3 measurements. The three levels of the fair value hierarchy under FASB ASC 820 are described as follows:

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

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

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

At February 28, 2015, the Organization's investments were classified as Level 1 and were based on fair value.

Fair Value Measurements using Significant Observable Inputs (Level 1)

Beginning balance – mutual funds	$	59,439
Total gains (losses) - realized /unrealized		6,175
Purchases		5,283
Ending Balance – mutual funds	$	70,897

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

17. FISCAL AGENT

Community Action Program Belknap-Merrimack Counties, Inc. acts as the fiscal agent for the following community organizations: Franklin Community Services Building (Franklin), the Common Pantry (Laconia), the Caring Fund (Meredith), the NH Food Pantry Coalition, the NH Rotary Food Challenge and FGP/SCP Association Region 1. The Agency provides the management and oversight of the revenues received (donations) and the expenses (utilities, food and emergency services).

18. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before the financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Nonrecognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through October 2, 2015, the date the financial statements were available to be issued.

SUPPLEMENTAL INFORMATION

(See Independent Auditors' Report)

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED FEBRUARY 28, 2015

FEDERAL GRANTOR/ PROGRAM TITLE	CFDA NUMBER	PASS THROUGH GRANTOR NUMBER	EXPENDITURES
US DEPARTMENT OF HEALTH AND HUMAN SERVICES			
Head Start	93.600	N/A	$ 3,673,175
Through State of New Hampshire			
Weatherization-HRRP	93.568		71,969
Fuel Assistance	93.568	611001	3,994,936
Fuel Assistance-SEAS	93.044	611001	7,018
Title III Part C	93.045	410338	479,147
Community Services Block Grant	93.569	610155	472,191
Title XX - Block Grant	93.667	410338	272,657
Family Planning	93.217	610237	91,786
Family Planning	93.558	610237	39,732
Family Planning	93.940	610237	7,010
Title III Part B Rural Transportation	93.044	410338	102,143
Home Visiting	93.505	N/A	72,753
Prenatal	93.994	520243	23,240
Merrimack County Service Link Program	93.324	N/A	14,591
Merrimack County Service Link Program	93.052	N/A	11,065
Merrimack County Service Link Program	93.667	N/A	32,143
Merrimack County Service Link Program	93.048	N/A	77,774
Merrimack County Service Link Program	93.071	N/A	5,915
Merrimack County Service Link Program	93.517	N/A	28,048
Merrimack County Service Link Program	93.779	N/A	2,348
Senior Medicare Patrol Program Capacity Building	93.048		30,677
Elder Services/NSIP	93.053	410338	204,459
Through Southern New Hampshire Services			
Workplace Success	93.558	N/A	241,015
Through Lakes Region Partnership for Public Health			
Marketplace Assister Services	93.525		55,801
			10,011,583
US DEPARTMENT OF AGRICULTURE			
Through State of New Hampshire			
WIC	10.557	611080	750,341
CSFP	10.565	611080	619,458
Senior Farmers Market	10.576		86,515
Surplus Food-TEFAP/Admin	10.568	N/A	171,267
Surplus Food-TEFAP	10.569	N/A	1,620,598
CACF Head Start/USDA	10.558	N/A	209,373
Summer Food-USDA	10.559		132,511
			3,590,063
CORPORATION FOR NATIONAL SERVICES			
Senior Companion	94.016	N/A	354,744
US DEPARTMENT OF TRANSPORTATION			
Through State of New Hampshire			
Concord Area Transit	20.509		474,060
Concord Area Transit-New Freedom	20.521		43,670
Concord Area Transit	20.513		22,852
Winnipesaukee Transit System	20.509	68022	56,520
Winnipesaukee Transit System	20.521		834
Through County of Merrimack			
Rural Transportation	20.513		26,499
Volunteer Driver Program	20.513		99,482
			723,917

US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT			
Through New Hampshire Housing Finance Authority			
Statewide Lead Abatement Program	14.900		783,513
Through State of New Hampshire			
Outreach Program	14.235	N/A	81,631
Emergency Solutions Grant	14.231	N/A	20,379
Homeless Prevention	14.235	N/A	28,269
Supportive Housing Services	14.235		64,260
Through National Center for Healthy Housing			
Radon Program	14.906		1,450
			979,502
US DEPARTMENT OF ENERGY			
Through State of New Hampshire			
Weatherization	81.042	551896	189,824
			189,824
US DEPARTMENT OF LABOR			
Through State of New Hampshire			
Senior Community Service Employment	17.235	610083	479,497
Through Southern New Hampshire Services			
WIA-Adult Program	17.258	N/A	111,148
WIA-Dislocated Worker Program	17.260	N/A	115,119
			705,764
HOMELAND SECURITY			
Through United Way			
Emergency Food and Shelter Program	97.024		1,335
TOTAL AWARDS EXPENDED			$ 16,556,742

NOTE A - BASIS OF PRESENTATION

The schedule of Expenditures of Federal Awards includes federal award activity of Community Action Program Belknap - Merrimack Counties, Inc. for the year ended February 28, 2015. The information in this schedule is presented in accordance with the requirements of OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations." Because the schedule presents only a selected portion of the operations of Community Action Program Belknap-Merrimack Counties, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of Community Action Program Belknap-Merrimack Counties, Inc.

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

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

NOTE C - SUBRECIPIENTS

Of the federal expenditures presented in the schedule, Community Action Program Belknap-Merrimack Counties, Inc. provided federal awards to subrecipients as follows:

CFDA Number	Program Name	Amount Provided
14.900	Statewide Lead Abatement Program	$ 92,466

NOTE D - FOOD COMMODITIES

Nonmonetary assistance is reported in the schedule at the fair value of the commodities received and distributed.

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

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

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

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Community Action Program Belknap-Merrimack Counties, Inc. (a New Hampshire nonprofit organization), which comprise the statement of financial position as of February 28, 2015, and the related statements of activities and changes in net assets, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated October 2, 2015.

Internal Control Over Financial Reporting

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

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

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

Compliance and Other Matters

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

Purpose of this Report

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

Leone, McDonnell & Roberts
Professional Association

October 2, 2015
Concord, New Hampshire

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

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

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

Report on Compliance for Each Major Federal Program

We have audited Community Action Program Belknap-Merrimack Counties, Inc.'s compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of Community Action Program Belknap-Merrimack Counties, Inc.'s major federal programs for the year ended February 28, 2015. Community Action Program Belknap-Merrimack Counties, Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditors' Responsibility

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

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Community Action Program Belknap-Merrimack Counties, Inc.'s compliance.

Opinion on Each Major Federal Program

In our opinion, Community Action Program Belknap-Merrimack Counties, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended February 28, 2015.

Report on Internal Control Over Compliance

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

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

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

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

Leone, McDonnell & Roberts
Professional Association

October 2, 2015
Concord, New Hampshire

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED FEBRUARY 28, 2015

SUMMARY OF AUDITORS' RESULTS

1. The auditors' report expresses an unmodified opinion on the financial statements of Community Action Program Belknap-Merrimack Counties, Inc.

2. No significant deficiencies disclosed during the audit of the financial statements are reported in the *Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards.* No material weaknesses are reported.

3. No instances of noncompliance material to the financial statements of Community Action Program Belknap-Merrimack Counties, Inc., which would be required to be reported in accordance with *Government Auditing Standards,* were disclosed during the audit.

4. No significant deficiencies in internal control over major federal award programs are reported in the *Independent Auditors' Report on Compliance for Each Major Program and On Internal Control Over Compliance Required by OMB Circular A-133.* No material weaknesses are reported.

5. The auditors' report on compliance for the major federal award programs for Community Action Program Belknap-Merrimack Counties, Inc. expresses an unmodified opinion on all major programs.

6. There were no audit findings which the auditor would be required to report in accordance with Section 510(a) of OMB Circular A-133.

7. The programs tested as major programs include:
   - 93.600 Head Start/Early Head Start
   - 10.557 Special Supplement Nutrition Program for Women, Infants, and Children (WIC)
   - 93.558 Temporary Assistance for Needy Families (TANF)
   - 20.513 Enhanced Mobility of Seniors and Individuals With Disabilities
   - 20.521 New Freedom Program
   - 20.509 Formula Grants for Rural Areas

8. The threshold for distinguishing Type A and B programs was $515,067

9. Community Action Program Belknap-Merrimack Counties, Inc. was determined to be a low-risk auditee.

FINDINGS - FINANCIAL STATEMENTS AUDIT

None

FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL PROGRAMS AUDIT

None

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

SCHEDULE OF REVENUES AND EXPENSES
FOR THE LOW INCOME HOME ENERGY ASSISTANCE PROGRAM - CFDA 93.568
FOR THE YEAR ENDED FEBRUARY 28, 2015

	Grant Period 10/1/13-9/30/14	Grant Period 10/1/14-9/30/15	Total
Revenues			
Division of Human Resources	$ 860,873	$ 3,134,063	$ 3,994,936
Other	537	786	1,323
	$ 861,410	$ 3,134,849	$ 3,996,259
Expenditures			
Personnel	$ 167,832	$ 194,450	$ 362,282
Fringe benefits	24,423	32,906	57,329
Travel	2,181	737	2,918
Occupancy	23,423	33,448	56,871
Direct program costs	609,072	2,846,095	3,455,167
Other costs	34,479	27,213	61,692
	$ 861,410	$ 3,134,849	$ 3,996,259

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

SCHEDULE OF REVENUES AND EXPENSES
FOR THE SENIOR COMPANION PROGRAM - CFDA 94.016
FOR THE YEAR ENDED FEBRUARY 28, 2015

	Grant Period 7/1/13 - 6/30/14	Grant Period 7/1/14 - 6/30/15	Total
Revenues			
Corporation for National Services	$ 89,165	$ 265,579	$ 354,744
Expenditures			
Personnel	$ 78,761	$ 180,167	$ 258,928
Fringe benefits	2,686	18,864	21,550
Travel	6,731	60,774	67,505
Other costs	987	5,774	6,761
	$ 89,165	$ 265,579	$ 354,744

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

SCHEDULE OF REVENUES AND EXPENSES
FOR THE HEAD START PROGRAM - CFDA 93.600
FOR THE YEAR ENDED FEBRUARY 28, 2015

	Grant Period 1/1/14-12/31/14	Grant Period 1/1/15-12/31/15	Total
Revenues			
U.S. Department of Health and Human Services	$ 3,019,936	$ 653,239	$ 3,673,175
In-Kind	1,114,333	92,738	1,207,071
Other	8,800	-	8,800
	$ 4,143,069	$ 745,977	$ 4,889,046
Expenditures			
Personnel	$ 2,077,616	$ 430,286	$ 2,507,902
Fringe benefits	319,130	73,688	392,818
Travel	36,775	9,385	46,160
In-Kind	1,114,333	92,738	1,207,071
Other costs	595,215	140,204	735,419
	$ 4,143,069	$ 746,301	$ 4,889,370

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

SCHEDULE OF REVENUES AND EXPENSES
FOR THE NUTRITION AND ELDER SERVICES PROGRAM -
CFDA 93.045, 93.667 and 93.053
FOR THE YEAR ENDED FEBRUARY 28, 2015

	Grant Period 7/1/13 - 6/30/14	Grant Period 7/1/14 - 6/30/15	Total
Revenues			
NH Department of Health and Human Services			
Title XX	$ 156,527	$ 338,833	$ 495,360
Title III Part C	256,907	630,301	887,208
NH Department of Health and Human Services	111,932	92,528	204,460
Other	-	530,753	530,753
	$ 525,366	$ 1,592,415	$ 2,117,781
Expenditures			
Personnel	$ 329,819	$ 675,951	$ 1,005,770
Fringe benefits	32,995	63,039	96,034
Occupancy	55,229	102,148	157,377
Travel	42,475	81,101	123,576
Other costs	262,141	509,182	771,323
	$ 722,659	$ 1,431,421	$ 2,154,080

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

SCHEDULE OF REVENUES AND EXPENSES
FOR THE ELECTRIC ASSISTANCE PROGRAM
FOR THE YEAR ENDED FEBRUARY 28, 2015

	Grant Period 10/1/13-9/30/14	Grant Period 10/1/14-9/30/15	Total
Revenues	$ 885,042	$ 1,074,568	$ 1,959,610
Expenditures			
Personnel	$ 177,296	$ 142,589	$ 319,885
Fringe benefits	33,512	25,444	58,956
Travel	2,163	463	2,626
Occupancy	5,735	5,162	10,897
Other costs	666,336	901,061	1,567,397
	$ 885,042	$ 1,074,719	$ 1,959,761

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

SCHEDULE OF REVENUES AND EXPENSES - BY PROGRAM
FOR THE YEAR ENDED FEBRUARY 28, 2015

	Revenues	Expenditures
Twin River Community Corp (054 & 055)	$ 25,341	$ 42,943
Cottage Hotel (065 & 066)	8,515	8,916
Sandy Ledge (094 & 095)	9,361	19,893
Ozanam (105 & 106)	17,899	20,674
Senior Center Program (138)	20,693	22,847
Franklin Intergenerational (185 & 186)	44,194	45,524
Senior Companion Program - Non Federal (224 & 225)	104,194	83,739
Senior Companion Program - State (234 & 235)	21,043	21,043
Franklin Community Services (294 & 295)	24,195	25,655
Head Start - Childcare (354 & 355)	1,018,905	798,740
Lakes Region Family Center (384 & 385)	160,297	160,297
REIP (402)	58,534	33,119
NH Modular Ramp (433 & 434)	35,990	34,622
Sun Safety (484)	1,355	716
New Hampshire Housing Guarantee Program (494 & 495)	211,333	211,333
Core Program (504 & 505)	887,463	915,787
NH Rotary (540)	1,061	0
Common Pantry (554 & 555)	126	41
Oral Health WIC (600)	6,135	469
Epsom Elderly Housing (644 & 645)	71,416	71,416

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

SCHEDULE OF REVENUES AND EXPENSES - BY PROGRAM
FOR THE YEAR ENDED FEBRUARY 28, 2015

	Revenues	Expenditures
Belmont Housing (654 & 655)	$ 67,141	$ 67,141
Alton Housing (664 & 665)	48,485	48,485
Kearsarge Housing (674 & 675)	60,768	60,768
Riverside Housing (684 & 685)	63,808	63,808
Pembroke Housing (700 & 709)	62,106	62,106
Homeless Revolving Loan (728)	8,147	8,147
Area Centers (764 & 765)	259,487	210,320
THE FIXIT Program (834 & 835)	3,105	1,278
Loan Guarantee Program (847)	41,208	41,208
MC Loan Guarantee Program (848)	3,016	3,016
The Caring Fund (864 & 865)	2,416	1,501
FGP/SCP Association Region 1 (875)	1,183	0
Agency WIC/CSFP (883)	(4,443)	898
Newbury Elderly Housing (884)	55,888	72,497
Agency Account (911 & 980)	(30,174)	588,412
Agency Account FAP (922)	93,938	98,318
Agency Account SCP (933 & 934)	1,911	5,559
H/S Agency (944 & 945)	111,425	5,072
Agency FP/PN (963)	995	0
Agency Development Fund (981)	182,455	105,214
Agency Horseshoe Pond Place (995 & 996)	16,922	16,922

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

SCHEDULE OF REFUNDABLE ADVANCES
FOR THE YEAR ENDED FEBRUARY 28, 2015

FUND #	FUND NAME	HHS PROGRAM CFDA#	AMOUNT
047	Supportive Housing Services		$ 636
114	Radon Program		175
126	EAP - Lead Agency		18,204
146	Merrimack County Service Link	93.778 ($2,471 of deferred amount is not federal)	4,943
157	Merrimack County Service Link	93.778 (deferred amount is not federal)	1,847
196	Electric Assistance Program		49,915
225	Senior Companion Program - Non - Federal		1,083
364	Home Visiting - HFA	93.558 (deferred amount is not federal)	247
455	Housing Preservation Fund		14,540
495	NH Housing Guarantee Program		103,442
505	Core Program		13,345
546	Summer Feeding		30,919
575	Fuel Assistance Program	93.568 ($2,910 of deferred amount is not federal	150,200
595	Homeless Prevention		234,707
615	Women, Infant & Children		4,204
715	Concord Area Transit		64,173
728	Homeless Revolving Loan Fund - Belknap County		39,612
729	Homeless Revolving Loan Fund - Merrimack County		8,179
765	Area Center Program		1,476
835	Fixit Program		71,574
847	Loan Guarantee Program		30
856	New Start Program		28,118
883	Agency Account - WIC/CSFP		771
906	Community Services Block Grant	93.569	72,913
945	Agency Account - Head Start		1,250
		TOTAL	$ 916,503

Effective 11/18/14

COMMUNITY ACTION PROGRAM
BELKNAP-MERRIMACK COUNTIES, INC.

BOARD OF DIRECTORS

Sara A. Lewko, *President*

Vacant - *Vice President*

Dennis Martino, *Secretary-Clerk*

Kathy Goode, *Treasurer*

Heather Brown

Nicolette Clark

Theresa M. Cromwell

Susan Koerber

Bill Johnson

Andrea MacEachern

David Siff

Hope Cassin

Victoria Jones

RALPH LITTLEFIELD

EDUCATION

High School – Winnacunnet High School, Graduated June 1966
College – Keene State College, Keene, NH, Graduated May 1971
Degree – Bachelor of Education

EMPLOYMENT

January 1980 – Present
Community Action Program Belknap-Merrimack Counties, Inc.
Executive Director

Responsible for the general administration of the agency which is comprised of 85 major programs and has an annual budget in excess of $37 million dollars and a staff of 410 employees.

June 1978 – January 1980
Southwestern Community Services, Inc., Keene, New Hampshire
Deputy Director

1976 – June 1978
Southwestern Community Services, Inc., Keene, New Hampshire
Head Start Director

1974 – 1975
Southwestern Community Services, Inc., Keene, New Hampshire
Program Coordinator-Food Stamp Program, Green Thumb Project, Nutrition West

1974 – Head Counselor, Summer Neighborhood Youth Corps

1972 – Assistant Head Start Director, Cheshire County Head Start
Claremont, New Hampshire

June 1971 – General Services Director

enr
Resume-R. Littlefield

BRIAN F. HOFFMAN

WORK EXPERIENCE

1981 – Present	DEPUTY DIRECTOR Community Action Program Belknap-Merrimack Counties, Inc. P.O. Box 1016, Concord, NH 03302-1016 Provides general supervision and direction to the program directors and assists with the development, planning, coordination and implementation of all agency services. Responsible for the financial operation of the Fiscal Department, the programs and the agency.
1978-1981	COMMUNITY SERVICES ADMINISTRATOR Southern New Hampshire Services, Inc. P.O. Box 5040, Manchester, NH 03108
1976-1978	DIRECTOR OF ELDERLY AFFAIRS Southern New Hampshire Services, Inc.
1974-1976	ASSISTANT DIRECTOR OF ELDERLY AFFAIRS Southern New Hampshire Services, Inc.

EDUCATION

University of New Hampshire
Durham, New Hampshire
Bachelor of Science
Recreation and Parks Administration – 1974

PROFESSIONAL ASSOCIATIONS

New Hampshire Public Television, Community Advisory Board (appointed 2013)
Treasurer, Board of Directors, New Hampshire Community Development Finance Authority (2006-Present)
New Hampshire Community Action Association
Secretary, Board of Directors, Bedford Firefighters Association (2011-Present)
Retired Volunteer Firefighter and EMT for Bedford Fire Department (30 years)
Baboosic Lake Association, Board of Directors, served as Vice-President and President (12 years)
Pointer Fish and Game Club, Board of Directors, served as Treasurer (5 years)

enr
Resume-B. Hoffman

KATHRYN R. LAVIGNE

WORK EXPERIENCE

July 1993-Present — CHIEF ACCOUNTANT
Community Action Program Belknap-Merrimack Counties, Inc.
P.O. Box 1016, Concord, New Hampshire 03302-1016

November 1992-June 1993 — SENIOR ACCOUNTANT
John Killion & Co., Concord, New Hampshire
Responsible for compilations and reviews of commercial accounts, preparation of financial statements and tax returns. Auditing at junior level for nonprofit organizations. Preparation of weekly payrolls, quarterly payroll tax returns and year-end W-2's for service bureau accounts. Installation of accounting software. Set-up of clients chart of accounts and trial balance. Software used: Real World, Word Perfect, Cougar Mountain, Accountants Trial Balance, Fixed Assets Management and Tax Machine.

January 1989-November 1992 — OFFICE MANAGER
Rudolph Electrical Co., Inc., Concord, New Hampshire
Supervise staff of three. Responsible for implementing computerized accounting system. Handle all aspects of accounting, i.e. accounts receivable, accounts payable, payroll, general ledger and job cost. Responsible for preparation of weekly payroll, monthly financial statements and quarterly payroll tax returns. Collect overdue accounts.

October 1979-September 1988 — Rivco, Penacook, New Hampshire

June 1986-September 1988 — ACCOUNTING MANAGER
Supervise staff of seven. Responsible for hiring, assigning, appraising performance and directing department personnel, including recommending compensation changes and promotions. Participant in audit preparation. Administrator of profit sharing plan and trip promotion program.

August 1984-September 1988 — CREDIT MANAGER
Monitor all accounts and collect overdue accounts. Determine credit rating of prospective customers. Open accounts. Consult with lawyers, salesmen and sales manager. Represent company in court. Handle customer correspondence and telephone calls. Train and supervise credit personnel.

October 1979-August 1984 — ACCOUNTS RECEIVABLE CLERK
Handle all aspects of accounts receivable and billing. Reconcile accounts. Prepare monthly sales reports and aged trial balance by customer and by salesmen.

EDUCATION

1982-1989 — Franklin Pierce College, Concord, New Hampshire
Bachelor's Degree in Accounting and Business Management
May 1989, Graduated Magna Cum Laude

1963-1967 — Franklin High School, Franklin, New Hampshire
Business-Secretarial, Graduated with high honors

REFERENCES

Available upon request.

PAMELA JOLIVETTE

EMPLOYMENT HISTORY

ELDER SERVICES DIRECTOR — 8/97 — Present

Community Action Program Belknap-Merrimack Counties, Inc.
PO Box 1016, Concord, NH 03302-1016

Director of Elder Service Programs for a 2 county region offering community based resources for older adults. Included are senior meals, both home delivered and community dining; 9 multi-purpose senior centers, a transportation system for seniors and disabled adults, resident services at an 84 unit senior housing facility, ServiceLink Resource Center of Merrimack County, and the Senior Companion Program of New Hampshire. Seniors served exceed 5,000 on an annual basis.

Financial Management of a 2.9 million dollar departmental budget. Diverse local, state and federal revenue sources include Older American Act funds, Title XX, Medicaid, State, County and Town funds, United Way, Client Donations and Private sector funds. Responsibilities include grant applications, contract management, fundraising and financial reporting

Department Personnel consist of 100 full and part-time staff. Over 430 volunteers donate 26,000 hours annually. Professional development initiatives, strategic planning and recognition continue to result in substantial service expansion and minimal staff turnover.

Planning and Development projects include the transition of eight senior nutrition sites into multipurpose senior centers, expansion of a two county senior transit system, development of ServiceLink Resource Center of Merrimack County, created the resident service program and resource center at Horseshoe Pond Place, an independent senior housing facility, raised funding for a volunteer transportation program, established 6 Advisory Councils to support the above programs, obtained local dollars to supplement these initiatives.

Agency representative to home and community based long term care steering committees and advisory boards. Carried our significant work with the NH Legislature to increase funding levels for elder services over a 20 year period.

As President of NH Coalition of Aging Services initiated strategic planning which led to the broadening of our mission, development of a system to track statewide service data and an annual meeting that highlights the Older American Act with guests from Washington DC.

SENIOR COMPANION / SENIOR EMPLOYMENT, PROGRAM DIRECTOR — 12/84 — 8/97

Community Action Program Belknap-Merrimack Counties, Inc.
PO Box 1016, Concord, NH 03302-1016

Annual submission of budget and grant applications to Federal and State funding sources Responsible for monitoring budget and completion o annual reports.

Raised on-going local support from $12,000 to $95,000 from United Way, County and State Government Obtained foundation dollars for equipment, marketing and funding development activities.

Expanded Senior Companion Project from three to six county area. Special projects involved caregiver support, substance abuse and mental health initiatives Expanded Senior Employment Program to include vocational assessments and employment in private industry.

Supervised project staff who carried out coordination activities for 70 Senior Companies, 60 Senior Employment participants and agreements with 125 agencies.

Expanded statewide Advisory Council to strengthen program initiatives Active committees carried out marketing, fundraising and evaluation functions.

GERIATRIC CASE MANAGER 7/82 — 3/84
Region IV Area Agency
44 Warren Street, Concord, NH 03301

Case Manager for geriatric clients within the developmental service system in Merrimack County. Responsible for completion of individual assessments and obtaining supportive services. Ongoing advocacy and monitoring of activities. Assisted housing department with developing residential options as individuals were moved from institutions to the community.

SUPPORT SERVICES DIRECTOR 6/80 — 7/82
Twin Rivers Counseling Center
Franklin, NH 03235

Coordinator for pilot projects in New Hampshire which provided training and support services for developmentally disabled adults. Implemented program to increase independence in the home, community and work setting.

PROGRAM DIRECTOR 3/76 — 4/79
Lamoille County Mental Health
Morrisville VT

Developed and managed the service delivery for developmentally disabled persons over a four year period within the Community Mental Health clinic in Vermont. Services included case management, day treatment, school consultation, family support and paralegal services to assure client rights.

CURRENT PROFESSIONAL ASSOCIATIONS

New Hampshire Association of Aging Services

Vice-Chair Mid-State Regional Coordinating Council

CONFR, Continuing Education in Fund Raising

New Hampshire Transit Association

Advisory Council for the New Hampshire Aging and Disability Resource Centers

National Associations of Nutrition and Aging Service Providers

National Council on the Aging

Meals-on-Wheels Association of America

EDUCATION AND TRAINING

M.Ed Counseling Psychology
University of New Hampshire, Durham, NH 1997

Post-Graduate Study
Grant Writing, Johnson State College
School of Social Work, University of Connecticut
Social Gerontology & Women's Issues

BA Degree, Psychology
Johnson State College, Johnson, VT 1975

Community Action Program Belknap-Merrimack Counties, Inc.

Department of Health and Human Services
Bureau of Elderly and Adult Services

Nutrition and Transportation Services

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Ralph Littlefield	Executive Director	$ 140,639	0%	$ 0.00
Brian F. Hoffman	Deputy Director	$ 117,785	0%	$ 0.00
Kathy Lavigne	Chief Accountant	$ 63,960	.5%	$ 320.00
Pam Jolivette	Director, Elder Services	$ 69,882	70%	$ 48,917.00

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

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

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

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

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

WHEREAS, the Department and the Contractor agree to extend the completion date by an additional fifteen months, and to increase the price limitation; and

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

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

Contractor Initials: RG
Date: 4/30/15

9. Delete in its entirety Exhibit B, Method and Conditions Precedent to Payment and replace with Exhibit B Amendment #1, Method and Conditions Precedent to Payment.
10. Add Exhibit B-4
11. Delete Standard Exhibit C, Special Provisions and replace with Exhibit C, Special Provisions.
12. Delete in its entirety, Exhibit C-1 Revisions to General Provisions, Section 4.
13. Delete Standard Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.

Contractor Initials: RB
Date: 4/30/15

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

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

State of New Hampshire
Department of Health and Human Services

Date

Diane Langley
Director

Community Action Program Belknap and Merrimack Counties, Inc.

4/30/2015
Date

NAME Ralph Littlefield
TITLE Executive Director

Acknowledgement:
State of New Hampshire, County of Merrimack on 4/30/2015, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Kathy L Howard, Notary Public
Name and Title of Notary or Justice of the Peace

KATHY L HOWARD
Notary Public, New Hampshire
My Commission Expires October 16, 2018

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

OFFICE OF THE ATTORNEY GENERAL

5/22/15
Date

Name: Megan A. York
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

Scope of Services

1. Purpose:

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

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

2. Contract Period:

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

3. Population:

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

3.1. Title III

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

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

3.2. Title XX 42 USC §1397 et seq.

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

4. Geographic Area to be served:

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

5. Services Provided in this Agreement

5.1. The Contractor will provide the services denoted by an "x" in 5.3 Services Table below, to the population defined in Paragraph 3 above.

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

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

NA means that service is not applicable to this contract.

Contractors Initials: _____
Date: 4/30/14

6. Service descriptions

6.1. Home-Delivered Meals (funded through Titles III and XX) are delivered to a client at his/her home. A client must be homebound and unable to prepare his/her own meals. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the client including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. Providers Contractors must ensure assure that a visual contact is made with each client in his/her home on each day that meals are delivered as an assurance of the individual's safety, with the exception of meals designated as emergency meals or frozen meals which are delivered to clients in advance of anticipated inclement weather conditions or other adverse conditions.

6.2. Home Delivered Meals funded by Title XX shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX) incorporated by reference into this Agreement.

6.3. Home Delivered Meals funded by Title III shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.

6.4. The Contractor agrees to perform the following: receive inquiries and applications; determine eligibility; notify applicants of eligibility; maintain records for each recipient; train staff and volunteers; monitor and evaluate services; maintain financial records; submit reports as requested to the Bureau of Elderly and Adult Services.

6.5. Congregate Meals (Community Dining) (funded through Title III) are provided in community settings, where individuals travel to a designated site to share a meal with other individuals. Advance registration is not required, and individuals register when arriving at the meal site. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the individual including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. The Contractor shall, within 10 days of the contract effective date submit for Department approval their congregate meal site information.

6.6. Congregate Meals funded by Title III shall be provided according to the rules and policies of the Bureau of Elderly and Adult Services (BEAS), including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older Americans Act of 1965 as amended, incorporated by reference into this Agreement.

6.7. Transportation (funded through Title III) provides transport in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization. Title III Transportation services do not include pleasure excursions that charge individuals a fee for participation.

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6.8. Transportation services funded by Title III shall be provided according to the rules and policies of BEAS, including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.

6.9. Transportation providers must be in compliance with all applicable Federal and State Department of Transportation and Department of Safety regulations. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500 and inspected in accordance with NH Administrative Rule Saf-C 3200. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing and NH Administrative Rule Saf-C 1800 Commercial drivers licensing, as applicable.

7. Service Compliance Requirements

7.1. Access to Services

7.1.1. Individuals access the services described in this contract through one of two ways. They may apply directly for services to the contractor or be referred to the contractor by the Adult Protective Services Program as a result of a substantiated report of neglect, abuse, or exploitation.

7.1.1.1. Client directly applies for services: The Contractor shall determine eligibility for these services in accordance with the rules and requirements of the Title III and Title XX Programs. The contractor shall determine the eligibility of the individual; and with the exception of Congregate Meals and Transportation, provide written notice of eligibility within 45 days from the date eligibility was determined, indicate what services are to be provided and their frequency, and indicate the beginning and end dates for individual's period of eligibility.

7.1.1.2. Client referred by Adult Protective Services (APS): The contractor does not take an application, determine or redetermine the client's eligibility or issue notifications. The client's case will be managed by the APS staff. The referral will a protective services plan that the APS worker puts into place to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, or exploitation.

7.2. Client Application/Request for Services

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

7.3. Client Eligibility

7.3.1. The Contractor shall determine eligibility for services and shall be in compliance with both Title III and Title XX requirements regarding eligibility determination, notice of eligibility and the individual's period of eligibility as applicable.

7.3.2. In order for clients to be eligible to receive home-delivered meals through both Title III and Title XX, the client needs to demonstrate that he or she cannot prepare meals and that the individual is:

7.3.2.1. Homebound; or

7.3.2.2. Temporarily homebound due to recovery from illness or injury.

7.3.2.3. In order for clients to be eligible to receive congregate meals and transportation, they must be age 60 or older. They must sign up for these services prior to

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

(1) The spouses of individuals who accompany them to the meal site;

(2) Individuals providing volunteer services at the congregate meal site during meal hours;

(3) Individuals with disabilities who reside at home with an individual who is receiving Title III services; and

(4) Individuals with disabilities under the age of 60 who are not older individuals, but who reside in housing facilities occupied by older individuals where congregate meals are provided.

7.3.3. Eligibility determination

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

For Home Delivered Meals:
The Contractor shall provide a written notice of the eligibility decision, for individuals determined to be eligible to receive services, to the individual as soon as possible, but no later than 45 calendar days from the date of determination. This notice shall include:
1)The services to be provided, and when;
2)The eligibility period; and
3)Contact information for the contractor.

If the client is determined to not be eligible for service(s), the notice shall include:
1)The reason(s) for the denial;
2)A statement regarding the right of the individual or his or her authorized representative to request an informal resolution or appeal of the eligibility determination decision.
3)Contact information for requesting an appeal.

7.3.4. Redetermination of Service Eligibility.

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

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

7.3.5. Termination of Services.

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

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6)The individual is deceased.

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

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

Bureau of Data Management
129 Pleasant Street
Concord, NH 03301

7.4. Client Assessments

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

7.5. Person centered provision of services

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

7.5.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
- 7.5.1.1. Individual's wishes, values, and beliefs are considered and respected.
- 7.5.1.2. Individual is listened to; needs and concerns are addressed.
- 7.5.1.3. Individual receives the information he/she needs to make informed decisions.

7.5.2. Planning is responsive to the individual. His or her preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.

7.5.3. Services are designed, scheduled, and delivered to best meet the needs and preferences of the individual.

7.5.4. The system is committed to excellence and quality improvement:

7.5.5. Individual rights are affirmed and protected.

7.5.6. Individuals are protected from exploitation, abuse, and neglect.

7.5.7. The service system is accessible, responsive, and accountable to the individual.

7.5.8. Person-centered planning may be incorporated into existing service plans or documents already being used by the contractor.

7.6. Staffing

The Contractor agrees to adhere to the following staffing requirements:

7.6.1. Provide sufficient staff to perform all tasks specified in this Agreement. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients and geographic area as identified in this Agreement.

7.6.2. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their

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

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

7.7. Service Delivery Verification

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

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

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

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

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

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

7.8. Reporting Requirements:

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

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

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

For home-delivered meals:

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

For transportation:

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

7.9. Client Fees and Donations

7.9.1. Title III Services

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

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

7.9.2. Title XX Services

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

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

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

7.9.3. Adult Protective Services

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

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

7.10. Adult Protective Services

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

7.11. E-Studio Electronic Information System

The Contractor shall be required to use BEAS' E-Studio electronic information system. E-Studio is BEAS' primary vehicle for uploading important information concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information. Contractor shall identify all of the key personnel who need to have E-Studio accounts to ensure that information from BEAS can be shared with the necessary agency staff. There is no cost to the contractor for BEAS to create an E-Studio account and no limit on the number of staff an agency identifies to have access to E-Studio. Contractor shall ensure that their E-Studio account(s) are kept current and that BEAS is notified when a staff member is no longer working in the program so his/her account can be terminated.

7.12. Criminal Background and Adult Protective Service Registry Checks

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

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7.12.1. Contractor shall conduct a New Hampshire criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact.

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

7.13. Grievance and Appeals

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

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

7.14. Privacy and Security of Client Information

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

7.15. Culturally and Linguistically Appropriate Standards of Care

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

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

7.16. Wait Lists

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

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

7.17. Notice of Failure to meet Service Obligations

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

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

7.18. Transition Process

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

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

7.19. Compliance with Laws and Regulations

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

7.20. Contract Monitoring

The Contractor shall:

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

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

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

7.21. Financial Integrity Maintenance

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

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

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

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

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

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

7.21.5. Weighted Average: The process for the scoring is

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

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

Table A - Risk Analysis Assessment Ratios Matrix

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

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

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

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

Contractors Initials:
Date: 4/30/15

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions (Form P-37) of this Agreement in consideration for the Contractor's compliance with the terms and conditions of this Agreement and for the services provided by the Contractor pursuant to Exhibit A Amendment #1, Scope of Services.

2. The following terms and conditions detailed this Exhibit B Amendment #1 shall apply to all applicable services identified in Exhibit A Amendment #1, Paragraph 5, unless expressly stated otherwise.

3. The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A Amendment #1, Paragraph 5, according to the following reimbursement rates:

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

4. Payment for contracted services will be in accordance with Exhibit B-1, Exhibit B-2, Exhibit B-3 and Exhibit B-4.

5. The General provisions (Form P-37) Block 1.6 Account Numbers are as follows:

   - 05-95-48-481010-78720000-512-500352
   - 05-95-48-481010-78720000-541-500383
   - 05-95-48-481010-78720000-544-500386
   - 05-95-48-481010-92550000-544-500386

6. This Contract is funded with federal funds made available under the Catalog of Federal domestic Assistance (CFDA) #'s, for the provision of services pursuant to Exhibit A Amendment #1, Scope of Services as follows:

   - 93.044 United States Department of Health and Human Services, Administration for Community, Living Special Programs for the Aging- Title IIIB
   - 93.045 United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging- Title IIIC-1
   - 93.045 United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging- Title IIIC-2
   - 93.667 United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant- Title XX

6.1. The Contractor agrees to provide the services in Exhibit A Amendment #1, Scope of Services in compliance with funding requirements.

Contractor Initials
Date 4/30/15

7. Notwithstanding paragraph 18 of the General Provisions (Form P-37), an amendment, limited to the terms of Exhibit B-1, Exhibit B-2, Exhibit B-3 and Exhibit B-4, to transfer the amount of units from one service to another can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

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

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

10. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of required reports, or Contractor Site Review Reports, the State may review all units served to clients and number of miles per client incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any units served to clients and number of miles per client incurred that are not determined to be allowable or are determined to be served to ineligible clients and shall, by written notice specifying the disallowed costs, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs.

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

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

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

Contractor Initials _____
Date 4/15/15

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

12.1.1. Meals Mileage

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

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

Contract Service Authorization Form (#3502) and Meal and Mileage Invoices shall be sent to:
NH Department of Health and Human Services
Data Management Unit
129 Pleasant St, P.O. Box 2000
Concord, NH 03301

12.2. Title III Transportation:

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

12.2.1. Title III Transportation Mileage

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

Title III Transportation and Mileage invoices and the monthly transportation form shall be submitted to:
Financial Management
DHHS Bureau of Elderly and Adult Services
129 Pleasant St, Brown Building
Concord NH 03301

Contractor Initials _____
Date 4/30/15

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

12.4. The DHHS will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.

12.5. The Contractor shall submit to DHHS the subcontractor's budget for review and approval. The Contractor shall submit to DHHS copies of their subcontractor's invoices for actual units served to clients and number of miles per client that support the requests for reimbursement, upon DHHS request.

Contractor Initials _____
Date 4/30/15

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

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

Contractors Initials: _____
Date: 4/30/15

SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

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

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

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

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

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

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

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

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

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

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

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

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

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

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

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

4/30/2015
Date

Name: Ralph Littlefield
Title: Executive Director

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

This 1st Amendment to the Nutrition and Transportation Contract (hereinafter referred to as "Amendment #1") dated this day of March 13, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Community Action Program Belknap and Merrimack Counties, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation organized under the laws of the State of New Hampshire, with a place of business at 2 Industrial Park Drive, Concord, NH 03302.

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

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

WHEREAS, pursuant to the General Provisions, Paragraph 18 and Exhibit B paragraph #5 of the Agreement, which states, Notwithstanding paragraph 18 of the P-37, an amendment limited to the terms of Exhibit B-1, B-2, and B-3 to transfer the amount of units from one service to another, can be made by written agreement of both parties and may be made without obtaining approval of G&C; and

WHEREAS, the State and the Contractor agree to transfer units within State Fiscal Year 2015 and within the price limitation.

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

To amend as follows:

1) Delete Exhibit B-1 and replace with Exhibit B-1 Amendment #1.
2) Delete Exhibit B-2 and replace with Exhibit B-2 Amendment #2.
3) Delete Exhibit B-3 and replace with Exhibit B-3 Amendment #3.

Contractors Initials: _____
Date: 3/19/15

State of New Hampshire
Department of Health and Human Services
Amendment #1 for Nutrition and Transportation Services

This amendment shall be effective upon approval.

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

3/24/15
Date

State of New Hampshire
Department of Health and Human Services

Diane Langley
Director

Community Action Program Belknap and Merrimack Counties, Inc.

3/19/2015
Date

NAME Ralph Littlefield
TITLE Executive Director

Acknowledgement:
State of New Hampshire, County of Merrimack on 3/19/2015, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

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

KATHY L HOWARD
Notary Public, New Hampshire
My Commission Expires October 16, 2018

Contractors Initials:
Date: 3/19/15

State of New Hampshire
Department of Health and Human Services
Amendment #1 for Nutrition and Transportation Services

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

OFFICE OF THE ATTORNEY GENERAL

3/27/15
Date

Name: Megan A. Yeglo
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

Contractors Initials: _____
Date: 3/19/15

Exhibit B-1 Amendment #1
Home Delivered Meals
July 1, 2014 through June 30, 2015

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.			
Col. A	Col. B	Col. C	Col. D
Funding	Projected Number of Home Delivered Meals	Projected Number of Miles	Total Maximum Amount Allowed by Funding
Title III C2	123,793	136,170	$ 641,247.05
Title XX	93,590	117,480	$ 489,155.50

Contractors Initials: RLS
Date: 3/19/15

Exhibit B-2 Amendment #1
Congregate Meals
July 1, 2014 through June 30, 2015

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.		
Col. A	Col. B	Col. C
Funding	Projected Number of Congregate Meals	Total Maximum Amount Allowed by Funding
Title III C1	57,089	$ 313,989.50

Contractors Initials: _____
Date: 3/19/15

Exhibit B-3 Amendment #1
Transportation Services
July 1, 2014 through June 30, 2015

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.			
Col. A	Col. B	Col. C	Col. D
Funding	Projected Number of Clients	Projected Number of Miles	Total Maximum Amount Allowed by Funding
Title III B	20,872	101,316	$ 213,024.80

Contractors Initials: RS
Date: 3/19/15

Community Action Program Belknap-Merrimack Counties, Inc.

CERTIFICATE OF VOTE

I, Dennis T. Martino, Secretary-Clerk of Community Action Program Belknap-Merrimack Counties, Inc. (hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that: (1) I am the duly elected and acting Secretary-Clerk of the Corporation; (2) I maintain and have custody and am familiar with the minute books of the Corporation; (3) I am duly authorized to issue certificates with respect to the contents of such books; (4) that the Board of Directors of the Corporation have authorized, on 12/18/2014, such authority to be in force and effect until 6/30/2015 (contract termination date). (see attached)

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

Ralph Littlefield, Executive Director

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

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the corporation this 19th day of March, 2015.

Dennis T. Martino
Secretary-Clerk

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this 19th day of March, 2015, before me, Kathy L. Howard the undersigned Officer, personally appeared Dennis T. Martino who acknowledged her/himself to be the Secretary-Clerk of Community Action Program Belknap-Merrimack Counties, Inc., a corporation and that she/he as such Secretary-Clerk being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

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

Commission Expiration Date:

KATHY L HOWARD
Notary Public, New Hampshire
My Commission Expires October 18, 2018

COMMUNITY ACTION PROGRAM
BELKNAP-MERRIMACK COUNTIES, INC.

CORPORATE RESOLUTION

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

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

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

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

3/19/2015
Date

Dennis T. Martino
Secretary/Clerk

SEAL

Subject: Nutrition and Transportation Services

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		**1.2 State Agency Address** 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Community Action Program Belknap and Merrimack Counties, Inc.		**1.4 Contractor Address** 2 Industrial Park Drive Concord, NH 03302-1016	
1.5 Contractor Phone Number (603) 225-3295	**1.6 Account Number** See Exhibit B	**1.7 Completion Date** June 30, 2015	**1.8 Price Limitation** $1,657,419.80
1.9 Contracting Officer for State Agency Marq Maggioncalda, Administrator		**1.10 State Agency Telephone Number** 603-271-9096	
1.11 Contractor Signature		**1.12 Name and Title of Contractor Signatory** Ralph Littlefield, Executive Director	

1.13 Acknowledgement: State of NH, County of Merrimack

On 5/21/14 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] Kathy L. Howard

KATHY L HOWARD
Notary Public, New Hampshire
My Commission Expires October 18, 2018

1.13.2 Name and Title of Notary or Justice of the Peace

Kathy L. Howard, Notary Public

1.14 State Agency Signature	**1.15 Name and Title of State Agency Signatory**
	Steri Rockburn Director

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution)

By: M. K. Brun On: 6/3/14

1.18 Approval by the Governor and Executive Council

By: On:

A-G
5/21/14

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

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

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

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

Contractor Initials: _____
Date: 5/11/15

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $2,000,000 per occurrence; and
14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials: _____
Date: 5/21/15

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials: _____
Date: 5/21/14

Scope of Services

1. Purpose:

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

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

2. Contract Period:

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

3. Population:

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

3.1. Title III

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

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

3.2. Title XX 42 USC §1397 et seq.

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

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

4. Geographic Area to be served:

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

5. Services Provided in this Agreement

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

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

Contractors Initials: _____
Date: 5/27/14

6. Service descriptions

6.1. Home-Delivered Meals (funded through Titles III and XX) are delivered to a client at his/her home. A client must be homebound and unable to prepare his/her own meals. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the client including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. Providers Contractors must ensure assure that a visual contact is made with each client in his/her home on each day that meals are delivered as an assurance of the individual's safety, with the exception of meals designated as emergency meals or frozen meals which are delivered to clients in advance of anticipated inclement weather conditions or other adverse conditions.

6.2. Home Delivered Meals funded by Title XX shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX) incorporated by reference into this Agreement.

6.3. Home Delivered Meals funded by Title III shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.

6.4. The Contractor agrees to perform the following: receive inquiries and applications; determine eligibility; notify applicants of eligibility; maintain records for each recipient; train staff and volunteers; monitor and evaluate services; maintain financial records; submit reports as requested to the Bureau of Elderly and Adult Services.

6.5. Congregate Meals (Community Dining) (funded through Title III) are provided in community settings, where individuals travel to a designated site to share a meal with other individuals. Advance registration is not required, and individuals register when arriving at the meal site. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the individual including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. The Contractor shall provide congregate meals at the locations, hours, and days identified in Exhibit A-2.

6.6. Congregate Meals funded by Title III shall be provided according to the rules and policies of the Bureau of Elderly and Adult Services (BEAS), including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older Americans Act of 1965 as amended, incorporated by reference into this Agreement.

6.7. Transportation (funded through Title III) provides transport in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization. Title III Transportation services do not include pleasure excursions that charge individuals a fee for participation.

6.8. Transportation services funded by Title III shall be provided according to the rules and policies of BEAS, including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.

6.9. Transportation providers must be in compliance with all applicable Federal and State Department of Transportation and Department of Safety regulations. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500 and inspected in accordance with NH Administrative Rule Saf-C 3200. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing and NH Administrative Rule Saf-C 1800 Commercial drivers licensing, as applicable.

7. Service Compliance Requirements

7.1. Access to Services

7.1.1. Individuals access the services described in this contract through one of two ways. They may apply directly for services to the contractor or be referred to the contractor by the Adult Protective Services Program as a result of a substantiated report of neglect, abuse, or exploitation.

7.1.1.1. Client directly applies for services: The Contractor shall determine eligibility for these services in accordance with the rules and requirements of the Title III and Title XX Programs. The contractor shall determine the eligibility of the individual; and with the exception of Congregate Meals and Transportation, provide written notice of eligibility within 45 days from the date eligibility was determined, indicate what services are to be provided and their frequency, and indicate the beginning and end dates for individual's period of eligibility.

7.1.1.2. Client referred by Adult Protective Services (APS): The contractor does not take an application, determine or redetermine the client's eligibility or issue notifications. The client's case will be managed by the APS staff. The referral will a protective services plan that the APS worker puts into place to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, or exploitation.

7.2. Client Application/Request for Services

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

7.3. Client Eligibility

7.3.1. The Contractor shall determine eligibility for services and shall be in compliance with both Title III and Title XX requirements regarding eligibility determination, notice of eligibility and the individual's period of eligibility as applicable.

7.3.2. In order for clients to be eligible to receive home-delivered meals through both Title III and Title XX, the client needs to demonstrate that he or she cannot prepare meals and that the individual is:

7.3.2.1. Homebound; or

7.3.2.2. Temporarily homebound due to recovery from illness or injury.

7.3.2.3. In order for clients to be eligible to receive congregate meals and transportation, they must be age 60 or older. They must sign up for these services prior to

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

(1) The spouses of individuals who accompany them to the meal site;

(2) Individuals providing volunteer services at the congregate meal site during meal hours;

(3) Individuals with disabilities who reside at home with an individual who is receiving Title III services; and

(4) Individuals with disabilities under the age of 60 who are not older individuals, but who reside in housing facilities occupied by older individuals where congregate meals are provided.

7.3.3. Eligibility determination

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

For Home Delivered Meals:
The Contractor shall provide a written notice of the eligibility decision, for individuals determined to be eligible to receive services, to the individual as soon as possible, but no later than 45 calendar days from the date of determination. This notice shall include:
1)The services to be provided, and when;
2)The eligibility period; and
3)Contact information for the contractor.

If the client is determined to not be eligible for service(s), the notice shall include:
1)The reason(s) for the denial;
2)A statement regarding the right of the individual or his or her authorized representative to request an informal resolution or appeal of the eligibility determination decision.
3)Contact information for requesting an appeal.

7.3.4. Redetermination of Service Eligibility.

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

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

7.3.5. Termination of Services.

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

6)The individual is deceased.

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

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

Bureau of Data Management
129 Pleasant Street
Concord, NH 03301

7.4. Client Assessments

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

7.5. Person centered provision of services

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

7.5.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
- 7.5.1.1. Individual's wishes, values, and beliefs are considered and respected.
- 7.5.1.2. Individual is listened to; needs and concerns are addressed.
- 7.5.1.3. Individual receives the information he/she needs to make informed decisions.

7.5.2. Planning is responsive to the individual. His or her preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.

7.5.3. Services are designed, scheduled, and delivered to best meet the needs and preferences of the individual.

7.5.4. The system is committed to excellence and quality improvement:

7.5.5. Individual rights are affirmed and protected.

7.5.6. Individuals are protected from exploitation, abuse, and neglect.

7.5.7. The service system is accessible, responsive, and accountable to the individual.

7.5.8. Person-centered planning may be incorporated into existing service plans or documents already being used by the contractor.

7.6. Staffing

The Contractor agrees to adhere to the following staffing requirements:

7.6.1. Provide sufficient staff to perform all tasks specified in this Agreement. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients and geographic area as identified in this Agreement.

7.6.2. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their

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

7.6.3. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;

7.6.4. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;

7.6.5. A description of time frames necessary for obtaining staff replacements;

7.6.6. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience; and

7.6.7. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

7.7. Service Delivery Verification

The following are the performance measure reporting requirements for each service identified in Section 6.

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

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

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

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

Contractors Initials:
Date: 5/24/17

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

7.8. Reporting Requirements:

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

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

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

For home-delivered meals:

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

For transportation:

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

7.9. Client Fees and Donations

7.9.1. Title III Services

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

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

7.9.2. Title XX Services

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

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

7.9.3. Adult Protective Services

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

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

7.10. Adult Protective Services

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

7.11. E-Studio Electronic Information System

The Contractor shall be required to use BEAS' E-Studio electronic information system. E-Studio is BEAS' primary vehicle for uploading important information concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information. Contractor shall identify all of the key personnel who need to have E-Studio accounts to ensure that information from BEAS can be shared with the necessary agency staff. There is no cost to the contractor for BEAS to create an E-Studio account and no limit on the number of staff an agency identifies to have access to E-Studio. Contractor shall ensure that their E-Studio account(s) are kept current and that BEAS is notified when a staff member is no longer working in the program so his/her account can be terminated.

7.12. Criminal Background and Adult Protective Service Registry Checks

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

7.12.1. Contractor shall conduct a New Hampshire criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact.

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

7.13. Grievance and Appeals

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

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

7.14. Privacy and Security of Client Information

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

7.15. Culturally and Linguistically Appropriate Standards of Care

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

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

7.16. Wait Lists

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

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

7.17. Notice of Failure to meet Service Obligations

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

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

7.18. Transition Process

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

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

7.19. Compliance with Laws and Regulations

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

7.20. Contract Monitoring

The Contractor shall:

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

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

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

7.21. Financial Integrity Maintenance

7.21.1. Financial Reporting Requirements: In addition to the requirement for Contractor to provide annual audited financial statements, the Contractor agrees to provide quarterly to the State, interim Balance Sheet and Profit and Loss Statements for the Contractor to including separate statements for related parties. All statements must be certified by an officer of the reporting entity.

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

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

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

7.21.4. Risk Assessment Process:

Contractors Initials: _____
Date: 3/28/18

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

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

7.21.5. Weighted Average: The process for the scoring is

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

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

Table A - Risk Analysis Assessment Ratios Matrix

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

Contractors Initials: _____
Date: 5/21/15

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

Contractors Initials:
Date: 3/26/13

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

Contractors Initials: _____
Date: 5/15/14

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

7.22. Agreement Elements

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

Contractors Initials:
Date: 5/9/17

Exhibit A-1

Appendix C

July 1, 2014 through June 30, 2015

GEOGRAPHIC AREA FORM

RFP #: 14-DHHS-DCBCS-BEAS-05

Bidder's name: Community Action Program Belknap-Merrimack Counties, Inc.

Name of Service	County/Counties	Towns/Cities where Services will be offered
Home Delivered Meals - Title III	Belknap	All
	Merrimack	All
Home Delivered Meals - Title XX	Belknap	All
	Merrimack	All
Congregate Meals - Title III	Belknap	All
	Merrimack	All
Rural Transportation Services (RTS) Program	Merrimack	Allenstown
		Andover
		Bradford
		Concord
		Danbury
		Epsom
		Franklin
		Henniker
		Hooksett
		Hopkinton
		Newbury
		New London
		Northfield
		Pembroke
		Pittsfield
		Sutton
		Warner
		Webster
	Belknap	Alton
		Belmont
		Center Harbor
		Gilford
		Gilmanton
		Laconia
		Meredith
		New Hampton
		Sanbornton
		Tilton

Contractors Initials: LE

Date: 5/27/14

Exhibit A-2
July 1, 2014 through June 30, 2015
CONGREGATE SITE INFORMATION

RFP # 14-DHHS-DCBCS-BEAS-05

Bidder's name: Community Action Program Belknap-Merrimack Counties, Inc.

Site Name	Location	Dining Hours	Days of Week (name days)	Average Number of Meals Expected to Serve per Day	Date of Most Recent Inspections	
					Fire	Health
Alton Senior Center	7 Pearson Road, Alton	11:30	M, T, W, TH, F	52	4/10/2014	6/15/2006
Belmont Senior Center	14 Mill Street, Belmont	12:00	T, W, TH	18	8/20/2013	4/29/2010
Mountain View Senior Center	134 E. Main St., Bradford	12:00	M, T, W, TH, F (11:30 brunch 1st F of month)	11	*See letter, dated 6.11.13	4/4/2013
Concord Area MOW Central Kitchen	2 Industrial Park Dr., Concord	N/A	M, T, W, TH, F (food prep/pkg site)	N/A	12/2013	2/20/2014
Crutchfield Congregate	15 Pitman Street, Concord	11:30	M, W, F (+ occasional special events)	14	N/A Senior Hsg	**Not Required
Horseshoe Pond Place	26 Commercial St., Concord	12:00	M, T, W, TH, F	39	8/5/2013	2/14/2013
T.R.I.P./Franklin Senior Center	20 Canal Street, Franklin	11:00	M, T, W, TH, F	47	pending 5.21 inspection	4/4/2013
Pittsfield Area Senior Center	74 Main Street, Pittsfield	12:00	M, T, W, TH, F	15	1/14/2014	1/27/2005
Suncook Senior Center	10 School Street, Suncook	11:30	T, W, TH	20	*1 pending	5/10/2012
Sunrise Towers	28 Union Avenue, Laconia	11:30	T, W	39	5/1/2014	3/2015
Tavern Apartments Stafford House	7 Church Street, Laconia	11:30	T, W	10	N/A Senior Hsg	N/A
Tilton Senior Center	11 Grange Road, Tilton	12:00	T	25	1/21/2014	2/22/2013

* Food service licenses paid and up-to-date for all locations - see RFP for copies of food licences.
* Health inspections are not scheduled or controlled by us. The State and self-inspecting communities select and schedule locations they go to and above dates are correct.
*1 Suncook-Fire - the church is the landlord and they are complying with a request for a new hood system in the kitchen. When installation is complete new permit is issued.

Contractors Initials: [signature]
Date: 5/21/15

TOWN OF BRADFORD

NEW HAMPSHIRE 03221

OFFICE OF
SELECTMEN

TELEPHONE
603 938-5900

June 11. 2013

Joan M. Barretto, Esq.
Assistant Director of Elder Services
Community Action Program
Belknap- Merrimack Counties
PO Box 1016
Concord, NH 03302-1016

Dear Ms. Barretto,

The Town of Bradford, through its Fire Department, established room capacity figures for each room in the Community Center at its opening. We do not reissue estimates on an annual basis, but would review if the size or use of the rooms were to change.

The Town has contracted for annual inspection and service to the building's fire extinguishers. As with all town buildings, we replace materials as used, but we do have a program in place for annual inspection and service.

Sincerely,

Cheryl Bohr

Cheryl Bohr
Town Administrator
Bradford, NH 03221

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions (P-37) of this Agreement for the services provided by the Contractor pursuant to Exhibit A, Scope of Services and for the period beginning July 1, 2014 or the date of G&C approval, whichever is later. The completion date of this contract shall be June 30, 2015, block 1.7 of the P-37.

2. Service(s) provided in this Agreement: The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A, Paragraph 5. The following terms and conditions detailed below in this Exhibit B shall apply to all services unless expressly stated otherwise.

3. Payment for contracted services will be made up to the total maximum allowable funding identified in Column D of Exhibits B-1 and B-3, and Column C of Exhibit B-2 and based on the following reimbursement rates:

   3.1. $4.85 per home delivered meal
   3.2. $5.50 per congregate meal
   3.3. $8.75 per person per day for Transportation Services
   3.4. .30 cents per mile

4. The General provisions (P-37) Section 1.6 Account Numbers for funding under this contract including identification of the funding source (name of Grantor and Catalog of Federal Domestic Assistance (CFDA) number) are as follows:

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

5. Notwithstanding paragraph 18 of the P-37, an amendment limited to the terms of Exhibit B-1, B-2, and B-3 to transfer the amount of units from one service to another can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

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

7. The DHHS may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in

Contractor Initials A-C
Date 5/21/14

accordance with the requirements and scope of services in Exhibit A; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.

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

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

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

10. Invoice Submission:

10.1. Meals

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

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

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

10.1.1. Meals Mileage

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

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

Contract Service Authorization Form (#3502) and Meal and Mileage Invoices shall be sent to:
NH Department of Health and Human Services
Data Management Unit
129 Pleasant St, P.O. Box 2000
Concord, NH 03301

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

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

Title III Transportation and Mileage invoices and the monthly transportation form shall be submitted to:
Financial Management
DHHS Bureau of Elderly and Adult Services
129 Pleasant St, Brown Building
Concord NH 03301

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

10.4. The DHHS will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.

10.5. The Contractor shall submit to DHHS the subcontractor's budget for review and approval. The Contractor shall submit to DHHS copies of their subcontractor's invoices for actual units served to clients and number of miles per client that support the requests for reimbursement, upon DHHS request.

Contractor Initials
Date 3/27/14

Exhibit B-1
Home Delivered Meals
July 1. 2014 through June 30, 2015

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.			
Col. A	Col. B	Col. C	Col. D
Funding	Projected Number of Home Delivered Meals	Projected Number of Miles	Total Maximum Amount Allowed by Funding
Title III C2	120,108	136,170	$ 623,374.80
Title XX	93,590	117,480	$ 489,155.50

Contractors Initials: RR
Date: 5/21/14

Exhibit B-2
Congregate Meals
July 1, 2014 through June 30, 2015

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.		
Col. A	Col. B	Col. C
Funding	Projected Number of Congregate Meals	Total Maximum Amount Allowed by Funding
Title III C1	60,339	$ 331,864.50

Contractors Initials: _____
Date: 5/21/14

Exhibit B-3
Transportation Services
July 1, 2014 through June 30, 2015

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.			
Col. A	Col. B	Col. C	Col. D
Funding	Projected Number of Clients	Projected Number of Miles	Total Maximum Amount Allowed by Funding
Title III B	21,500	83,000	$ 213,025.00

Contractors Initials: _____
Date: 5/6/14

SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party fundors for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party fundors, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to

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

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

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

16.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate

16.3. Monitor the subcontractor's performance on an ongoing basis

16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

16.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.

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

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. **Contract Extension:** The Department reserves the right to extend the completion date of the contract for up to two years to be exercised by mutual agreements by the parties, upon availability of funding, acceptable performance of the Statement of Work, and subsequent approval by the Governor and Executive Council.

4. **CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS:**

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

Contractors Initials: _____
Date: 5/21/19

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

4.3 The Contractor shall insert the substance of this clause, including this paragraph (4.3), in all subcontracts over the simplified acquisition threshold.

5. Subparagraph 14.1.1 of the General Provisions of this contract is deleted and the following subparagraph is added:

14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $1,000,000 per occurrence and excess/umbrella liability coverage in the amount of $5,000,000 per occurrence; and

Contractors Initials: _____
Date: 5/22/14

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

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

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

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

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

May 21, 2014
Date

Name: Ralph Littlefield
Title: Executive Director

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

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

May 21, 2014
Date

Name: Ralph Littlefield
Title: Executive Director

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

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

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Contractor Initials _____
Date 5/22/14

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

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

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

May 21, 2014
Date

Name: Ralph Littlefield
Title: Executive Director

CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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

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

May 21, 2014
Date

Name: Ralph Littlefield
Title: Executive Director

State of New Hampshire
Department of Health and Human Services
Amendment #3 to the Nutrition and Transportation Contract

This third Amendment to the Nutrition and Transportation contract (hereinafter referred to as "Amendment #3") dated April 14, 2016, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Community Alliance of Human Services (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 27 John Stark Highway, Newport, NH, 03773.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 18, 2014 (Item #109) (hereinafter referred to as the "Contract"), and amended by an agreement (Amendment #1) approved on January 22, 2015 by the Attorney General, and (Amendment #2) approved on June 10, 2015 (Item #21) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

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

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Department and the Contractor agree to change the per person per day transportation rate and per mile rate within the price limitation; and

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

1. Except as specifically amended and modified by the terms and conditions in this Amendment #3, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.

2. Replace Exhibit B Amendment #1, Section 3 as follows:

    3. The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A Amendment #1, Paragraph 5, according to the following reimbursement rates:

Reimbursement Rates	Unit Types
$9.32	Per Person per day for Transportation Services
$.54	Per mile

Contractor Initials: VJP
Date: 4.28.16

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

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

State of New Hampshire
Department of Health and Human Services

5/18/16
Date

NAME Marilee Nihan, MBA
TITLE Deputy Commissioner

Community Alliance of Human Services

4.28.16
Date

NAME Valerie J Bailey
TITLE Int. Exective Director

Acknowledgement:
State of New Hampshire, County of Sullivan on 4-28-16, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Terri Daignault - Notary
Name and Title of Notary or Justice of the Peace

TERRI L. DAIGNAULT, Notary Public
State of New Hampshire
My Commission Expires October 21, 2020

Contractor Initials: VJB
Date: 4.28.16

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

OFFICE OF THE ATTORNEY GENERAL

5/24/16
Date

Name: Megan A. York
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COMMUNITY ALLIANCE OF HUMAN SERVICES is a New Hampshire nonprofit corporation formed April 30, 1991. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 25th day of April A.D. 2016

William M. Gardner
Secretary of State

NEW HAMPSHIRE

Corporation Division

Search
By Business Name
By Business ID
By Registered Agent
Annual Report
File Online
Guidelines
Name Availability
Name Appeal Process

Date: 4/21/2016

Filed Documents

(Annual Report History, View Images, etc.)

Business Name History

Name	Name Type
COMMUNITY ALLIANCE OF HUMAN SERVICES	Legal

Non-Profit Corporation - Domestic - Information

Business ID:	156424
Status:	Good Standing
Entity Creation Date:	4/30/1991
Principal Office Address:	PO Box 188 27 John Stark Hwy Newport NH 03773
Principal Mailing Address:	No Address
Expiration Date:	Perpetual
Last Annual Report Filed Date:	1/5/2015
Last Annual Report Filed:	2015

Registered Agent

Agent Name:	
Office Address:	No Address
Mailing Address:	No Address

Important Note: The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.

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CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Community Alliance for Human Services.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of

the Agency duly held on 4/4/16:
(Date)

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

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of

the 28th day of April, 2016.
(Date Contract Signed)

4. Valerie J Bailey is the duly elected Interim Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Sullivan

The forgoing instrument was acknowledged before me this 28th day of April, 2016,

By _____.
(Name of Elected Officer of the Agency)

(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 10/21/20

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/28/2016

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	CONTACT NAME:	
Clark - Mortenson Insurance P.O. Box 606 Keene NH 03431	PHONE (A/C, No, Ext): 603-352-2121	FAX (A/C, No): 603-357-8491
	E-MAIL ADDRESS: csr24@clark-mortenson.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Insurance Company	0
INSURER B : Granite State Insurance Co.	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED	
COMMUNITYALLIAN Community Alliance of Human Services 940 John Stark Highway Newport NH 03773	

COVERAGES **CERTIFICATE NUMBER:** 1236096767 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			PHPK1175547	6/30/2015	6/30/2016	EACH OCCURRENCE	$1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$3,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC004321443	9/20/2015	9/20/2016	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A						E.L. EACH ACCIDENT	$500,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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

DHHS, State of NH
129 Pleasant Street
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CAHS Mission Statement

"Providing the resources, expertise, and commitment to assist people in meeting their needs to maintain quality of life, productivity, and independence."

Proposed Transportation Mission Statement

"Meeting the transportation needs of the community by providing high quality public transportation that is reliable, accessible, and affordable."

COMMUNITY ALLIANCE OF HUMAN SERVICES, INC.

Financial Statements and Independent Auditors' Report

As of and for the Years Ended
June 30, 2015 and 2014

COMMUNITY ALLIANCE OF HUMAN SERVICES, INC.

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As of and for the Years Ended June 30, 2015 and 2014

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TYLER, SIMMS & ST. SAUVEUR, CPAs, P.C.
Certified Public Accountants & Business Consultants

Independent Auditors' Report

To the Board of Directors of
Community Alliance of Human Services, Inc.:

Report on the Financial Statements

We have audited the accompanying financial statements of Community Alliance of Human Services, Inc., which comprise the statement of financial position as of June 30, 2015, and the related statements of activities and changes in net assets and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

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

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

Tyler, Simms & St. Sauveur, P.C. • 19 Morgan Drive • Lebanon, NH 03766 • Ph. 603-653-0044 • Fax 603-653-0209
www.tss-cpa.com

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Community Alliance of Human Services, Inc. as of June 30, 2015, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited the Community Alliance of Human Services, Inc.'s 2014 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated November 26, 2014. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2014 is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Matter

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information contained on pages 14-17 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Tyler, Simms and St. Laurent, CPAs, P.C.

Lebanon, New Hampshire
February 17, 2016

COMMUNITY ALLIANCE OF HUMAN SERVICES, INC.

Statements of Financial Position

As of June 30, 2015 and 2014

	2015	2014
Assets		
Current assets		
Cash and cash equivalents	$ 63,959	$ 37,553
Accounts receivable, net	68,449	45,534
Prepaid expenses and other current assets	14,192	13,060
Total current assets	146,600	96,147
Property and equipment, at cost		
Land	30,660	30,660
Buildings	124,488	124,488
Leasehold improvements	677	677
Building improvements	115,889	115,889
Furniture, fixtures and equipment	609,167	649,630
	880,881	921,344
Less: Accumulated depreciation	663,670	644,656
Net property and equipment	217,211	276,688
Investments	183,724	205,168
Other assets	-	3,200
Assets of discontinued operation (Note 10)	-	92,584
Total assets	$ 547,535	$ 673,787
Liabilities		
Current liabilities		
Accounts payable	$ 22,242	$ 29,606
Accrued payroll and related taxes	11,520	21,100
Other accrued liabilities	11,361	17,429
Current portion of deferred revenue	41,669	71,610
Current portion of long-term debt	7,538	9,697
Total current liabilities	94,330	149,442
Long-term deferred revenue, less current portion shown above	-	3,200
Long-term debt, less current portion shown above	250,621	113,353
Total liabilities	344,951	265,995
Commitments and contingencies	-	-
Net assets		
Unrestricted	198,634	407,792
Temporarily restricted	3,950	-
Total net assets	202,584	407,792
Total liabilities and net assets	$ 547,535	$ 673,787

The accompanying notes to financial statements are an integral part of these statements.

COMMUNITY ALLIANCE OF HUMAN SERVICES, INC.

Statements of Activities and Changes in Net Assets

For the Year Ended June 30, 2015 with Summarized Financial Information for the Year Ended June 30, 2014

	Unrestricted	Temporarily Restricted	Total 2015	Total 2014
Support and revenue				
Support				
Program fees	$ 116,753	$ -	$ 116,753	$ 81,058
Grants:				
Federal	225,501	-	225,501	277,981
Other	293,687	-	293,687	273,052
Total support	635,941	-	635,941	632,091
Revenue				
Management fees	98,793	-	98,793	93,906
Other revenue	24,670	3,950	28,620	20,034
Fundraising, net of fundraising expenses of $0 and $16,306 in 2015 and 2014, respectively	195	-	195	7,749
Investment income	7,083	-	7,083	6,177
Realized and unrealized gain (loss) on investment	(6,479)	-	(6,479)	11,518
Total revenue	124,262	3,950	128,212	139,384
Total support and revenue	760,203	3,950	764,153	771,475
Expenses				
Program services				
Public transportation services	557,940	-	557,940	529,318
Family services	59,910	-	59,910	62,334
Senior housing	47,070	-	47,070	45,687
Total program services	664,920	-	664,920	637,339
Support services				
Management and general	180,365	-	180,365	248,154
Total expenses	845,285	-	845,285	885,493
Income (loss) from operations	(85,082)	3,950	(81,132)	(114,018)
Non-operating income				
Gain on sale of property and equipment	3,500	-	3,500	-
	3,500	-	3,500	-
Change in net assets before discontinued operation	(81,582)	3,950	(77,632)	(114,018)
Increase (decrease) in net assets - discontinued operation (Note 10)	(127,576)	-	(127,576)	48,799
Change in net assets	(209,158)	3,950	(205,208)	(65,219)
Net assets, beginning of year	407,792	-	407,792	473,011
Net assets, end of year	$ 198,634	$ 3,950	$ 202,584	$ 407,792

The accompanying notes to financial statements are an integral part of these statements.

COMMUNITY ALLIANCE OF HUMAN SERVICES, INC.

Statements of Cash Flows

For the Years Ended June 30, 2015 and 2014

	2015	2014
Cash flows from operating activities		
Change in net assets	$ (205,208)	$ (65,219)
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities:		
Provision for bad debts	11,451	-
Depreciation	74,752	69,538
Impairment of goodwill - discontinued operation	92,584	-
Realized and unrealized (gain) loss on investment	6,479	(11,518)
Gain on sale of property and equipment	(3,500)	-
(Increase) decrease in the following assets:		
Accounts receivable	(34,366)	50,299
Prepaid expenses and other current assets	(1,132)	3,318
Increase (decrease) in the following liabilities:		
Accounts payable	(7,364)	(9,394)
Accrued payroll and related taxes	(9,580)	7,223
Other accrued liabilities	(6,068)	(8,043)
Deferred revenue	(33,141)	10,456
Net cash provided by (used in) operating activities	(115,093)	46,660
Cash flows from investing activities		
Decrease in other assets	3,200	4,800
Purchase of investments	(55,035)	(7,138)
Proceeds from sale of investments	70,000	4,484
Purchase of equipment	(15,275)	(51,576)
Proceeds from sale of equipment	3,500	-
Net cash provided by (used in) investing activities	6,390	(49,430)
Cash flows from financing activities		
Proceeds from long-term debt	143,907	-
Repayment of long-term debt	(8,798)	(9,711)
Net cash provided by (used in) financing activities	135,109	(9,711)
Net increase (decrease) in cash and cash equivalents	26,406	(12,481)
Cash and cash equivalents, beginning of year	37,553	50,034
Cash and cash equivalents, end of year	$ 63,959	$ 37,553
Supplemental Disclosures of Cash Flow Information		
Interest	$ 5,844	$ 5,662

The accompanying notes to financial statements are an integral part of these statements.

Supplemental Disclosure of Non-Cash Transactions

During fiscal year 2015, the Organization obtained a new demand note payable in the amount of $258,750 and used a portion of this note to extinguish the outstanding balance of the prior existing note of $140,311.

The accompanying notes to financial statements are an integral part of these statements.

1. Summary of Significant Accounting Policies:

Organization – Community Alliance of Human Services, Inc. (the Organization) is an independent not-for-profit corporation organized in the State of New Hampshire. The Organization is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code (Code). In addition, the Organization has been determined by the Internal Revenue Service not to be a "private foundation" within the meaning of Section 509(a)(2) of the Code. The Organization's primary purposes consist of the following program services:

Home Health Services – Offers support to individuals in remaining independent in their homes. Programs include Trusting Hands home health care and Trusting Hands resources for the independent living program. During 2015, the Organization's board and management made the determination to cease operations in home health services.

Public Transportation Services – Provides community transportation service to individuals who live in Sullivan County.

Family Services – Promotes a variety of services that work to encourage healthy families. Programs include: family resources, community service, child health support services and a variety of other programs which work with families to provide education and guidance for better decision making and life skills.

Senior Housing – Offers management services for independent living complexes for seniors.

Financial Reporting – The Organization has adopted Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Topic 958, *Not-for-Profit Entities*, Section 205, *Presentation of Financial Statements*, and Section 605, *Revenue Recognition*. ASC Section 958-205 establishes standards for external financial reporting by not-for-profit organizations and requires that resources be classified for accounting and reporting purposes into three net asset categories according to externally (donor) imposed restrictions. ASC Section 958-605 requires that unconditional promises to give (pledges) be recorded as receivables and revenue. It also requires the Organization to distinguish between contributions received for each net asset category in accordance with donor-imposed restrictions. A description of the three net asset categories follows:

Unrestricted – Undesignated, unrestricted net assets include the revenues and expenses associated with the principal operating mission of the Organization.

Temporarily Restricted – Net assets subject to donor-imposed stipulations that may or will be met by actions of the Organization and/or the passage of time. Temporarily restricted net assets consisted of $3,950 and $0 as of June 30, 2015 and 2014, respectively for a fundraiser.

Permanently Restricted – Net assets subject to donor-imposed stipulations that they be maintained permanently by the Organization. Generally, the donors of these assets permit the institution to use all or part of the income earned on related investments for general or specific purposes. There were no permanently restricted net assets as of June 30, 2015 and 2014.

Property and Equipment – Property and equipment acquisitions are recorded at cost. Property and equipment donated for operations are recorded at fair value at the date of receipt. Expenditures for repairs and maintenance are expensed when incurred and betterments are capitalized.

1. Summary of Significant Accounting Policies (continued):

Property and Equipment (continued) –

Depreciation is provided over the estimated useful life of each class of depreciable assets and is computed using the straight-line method. Equipment under capital leases is amortized using the straight-line method over the life of the capital lease. Such amortization is included in depreciation in the financial statements. Depreciation expense was $74,752 and $69,538 for the years ended June 30, 2015 and 2014, respectively.

Estimated useful lives are as follows:

	YEARS
Furniture, fixtures and equipment	3 – 10
Leasehold improvements	10
Building improvements	7 – 39
Buildings	15 – 25

The Organization reviews the carrying value of property and equipment for impairment whenever events and circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. In cases where undiscounted expected future cash flows are less than carrying value, an impairment loss is recognized equal to an amount by which the carrying value exceeds the fair value of assets. The factors considered by management in performing this assessment include current operating results, trends and prospects, as well as the effects of obsolescence, demand, competition and other economic factors. As of June 30, 2015 and 2014, the Organization found no reason for impairment of any assets.

Estimates – The Organization uses estimates and assumptions in preparing financial statements in accordance with accounting principles generally accepted in the United States of America. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities and the reported revenues and expenses. Actual results could differ from those estimates.

Income Taxes – The Organization is exempt from federal income taxes under Section 501(c)(3) of the U.S. Internal Revenue Code, except with regard to unrelated business income, which is taxed at corporate income tax rates.

ASC Subtopic 740-10, *Accounting for Uncertainty in Income Taxes,* addresses the accounting uncertainty of income taxes recognized in an enterprise's financial statements and prescribes a threshold of "more-likely-than-not" for recognition and derecognition of tax positions taken or expected to be taken in a tax return. Subtopic 740-10 also provides guidance on measurement classification, interest and penalties and disclosure. The Organization has determined that the provisions of Subtopic 740-10 do not have a material effect on the Organization's financial statements. The Organization believes it is no longer subject to examinations for years prior to 2011.

Cash and Cash Equivalents – Cash and cash equivalents include demand deposits, petty cash funds and investments with a maturity of three months or less, and exclude amounts whose use is limited by Board designation.

Fair Value of Financial Instruments – The carrying amount of cash, accounts receivable, accounts payable and accrued expenses approximates fair value.

Advertising – Advertising costs are charged to operations when incurred.

Basis of Accounting – The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with generally accepted accounting principles.

1. Summary of Significant Accounting Policies (continued):

Donated Services – The Organization recognizes the value of volunteer services and expenses when there is an objective basis available to measure their value, relative to its various activities.

Vacation Pay and Fringe Benefits – Vacation pay is accrued and charged to the appropriate program expense when earned by the employee. Fringe benefits are allocated to the appropriate program expense based on the percentage of program salaries to total salaries.

Functional Allocation of Expenses – The cost of providing the various programs and other activities has been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Deferred Revenue – The Organization recognizes revenues earned. Amounts received in advance of the period in which service is rendered are recorded as a liability under "deferred revenue".

Reclassifications – Certain reclassifications have been made to the 2014 financial statements to conform to the current year presentation.

Summarized Comparative Information – The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended June 30, 2014 from which the summarized information was derived.

2. Accounts Receivable:

Accounts receivable consisted of the following at June 30:

	2015	2014
NH Department of Transportation	$ 23,859	$ 9,893
Self-pay fees	2,473	3,425
Medicaid	17,041	11,732
Medicare	4,540	7,551
Bureau of Data Management	2,002	635
Dayout program director	-	503
Other receivables	29,985	11,795
	79,900	45,534
LESS: Allowance	(11,451)	-
	$ 68,449	$ 45,534

The Organization has adopted the allowance method for accounting for uncollectible accounts receivable, which is based on management's assessment of collectability of accounts and the aging of accounts receivable. The Organization estimated the allowance for uncollectible accounts to be $11,451 and $0 at June 30, 2015 and 2014, respectively. Trade receivables do not accrue finance charges as they become overdue.

3. Other Assets:

The Organization has a prepaid five year service contract for its RouteMatch software ending February 2016. The current portion of the service contract has been included in prepaid expenses and other current assets in the amount of $3,200 and $4,800 at June 30, 2015 and 2014, respectively. Other assets consist of the long-term portion of the service contract in the amount of $0 and $3,200 at June 30, 2015 and 2014, respectively.

4. Goodwill:

Goodwill represents the difference between net assets and the cost of the businesses acquired. No amortization of the goodwill has been calculated or expensed for the periods ended June 30, 2015 or 2014 but rather an evaluation for impairment of goodwill was performed. In accordance with ASC Topic 350, *Intangibles – Goodwill and Other*, the Organization determined that goodwill in the amount of $92,584 was impaired at June 30, 2015 due to the discontinued operation of home health services.

The cost and accumulated amortization of goodwill of the discontinued operation is as follows at June 30:

	2015	2014
Goodwill	$ 145,000	$ 145,000
LESS: Accumulated amortization	52,416	52,416
Impairment	(92,584)	-
	$ -	$ 92,584

5. Investments:

The Organization has investments which consist of marketable securities and certificates of deposits which are stated at fair value. Investments are comprised of the following as of June 30:

	2015		2014	
	COST	MARKET	COST	MARKET
Investments:				
Cash and cash equivalents	$ 16,231	$ 16,231	$ 33,769	$ 33,769
Fixed income				
Corporate bonds	-	-	14,929	16,463
Equity mutual funds	161,896	167,493	136,586	154,936
	$ 178,127	$ 183,724	$ 185,284	$ 205,168

The Organization periodically reviews its investment portfolio to determine if any investment is other-than-temporarily impaired due to changes in credit risk or other potential valuation concerns. Factors considered in determining whether a loss is other-than-temporarily include the length of time and extent of which fair value is less than the cost basis, the underlying collateral, agency ratings, future cash flows and the Organization's intent and ability to hold the investment for a period of time sufficient to allow for any anticipated recovery in fair value. The Organization's assessment that an investment is not other-than-temporarily impaired could change in the future due to new developments or change in any particular investment.

5. Investments (continued):

ASC Topic 820, *Fair Value Measurement and Disclosures*, defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. Topic 820 also establishes a framework for measuring fair value which provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements).

Investments measured and reported at fair value are classified and disclosed in one of the following categories:

Level I – Quoted prices are available in active markets for identical investments as of the reporting date. The type of investments in Level I include listed equities held in the name of the Organization, and exclude listed equities and other securities held indirectly through commingled funds.

Level II – Pricing inputs, including broker quotes, are generally those other than exchange quoted prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value is determined through the use of models or other valuation methodologies.

Level III – Pricing inputs are unobservable for the investment and includes situations where there is little, if any, market activity for the investment. The inputs into the determination of fair value require significant management judgment or estimation. Judgment about inputs into the determination of fair value shall be developed based on the best information available in the circumstances.

A financial instrument's categorization within the valuation hierarchy is based upon the lowest level input that is significant to the fair value measurement. All of the Organization's investments are categorized as Level I.

6. Line of Credit:

The Organization has a $15,000 line of credit with an interest rate of prime plus 2.5% (3.25% at June 30, 2015). The line of credit had an outstanding balance of $0 at June 30, 2015 and 2014. The line of credit expires August 7, 2016.

7. Long-Term Debt:

Long-term debt consisted of the following at June 30:

	2015	2014
Note payable – 5.25% fixed interest rate note through June 15, 2020 with principal and interest payments of $1,744, then variable interest rate of WSJ prime plus 2.0% (5.25% at June 30, 2015) through June 15, 2035with principal and interest payments of $1,744, collateralized by a building.	$ 258,159	$ -

7. Long-Term Debt (continued):

	2015	2014
Note payable – variable interest rate note payable based on treasury yield plus 4.0%, 4.0% at November 2012, payable in monthly installments of $1,305 for principal and interest, collateralized by a building, paid during 2015.	-	123,050
	258,159	123,050
LESS: Current portion	7,538	9,697
	$ 250,621	$ 113,353

Total interest expense was $5,844 and $5,662 for the years ended June 30, 2015 and 2014, respectively.

The combined future amount of maturities for long-term debt by year and in the aggregate as of June 30, 2015 is as follows:

2016	$ 7,538
2017	7,984
2018	8,393
2019	8,845
2020	9,309
Thereafter	216,090
	$ 258,159

8. Economic Dependency:

The Organization received approximately 32% and 25% of its total support from the State of New Hampshire Department of Transportation for the years ended June 30, 2015 and 2014, respectively.

The Organization has receivables from the State of New Hampshire Department of Transportation that represents approximately 34.9% and 21.7% of accounts receivables as of June 30, 2015 and 2014, respectively.

9. Commitments and Contingencies:

Operating Leases – The Organization currently rents its administrative space on a three-year, non-cancelable lease, expiring July 2015. Future minimum lease payments as of June 30, 2015 for the remaining lease term are as follows:

2016	$ 850

Litigation – In the normal course of business, the Organization may be involved in litigation. Management, as part of its ongoing risk management, consults its legal counsel to assess the impact of these matters on the Organization. After consultation with legal counsel, management estimates that the Organization does not have matters that are determinable or will cause a material adverse effect on the Organization's future financial position or results of operations.

10. Discontinued Operation:

During 2015, the Organization's board and management made the determination to cease operations in regards to the home health services department. In accordance with ASC Topic 205, "*Presentation of Financial Statements*", home health services have been reported as a discontinued operation as of and for the years ended June 30, 2015 and 2014.

The following operating results are reported as "increase (decrease) in net assets – discontinued operation" in the statement of activities and changes in net assets for the years ended June 30:

	2015	2014
Program fees	$ 161,679	$ 334,337
Grants – other	1,375	4,851
Other revenue	-	12
Fundraising, net	-	3,598
Total revenue	163,054	342,798
Program services	198,046	293,999
Write-off of goodwill	92,584	-
Total expenses	290,630	293,999
Increase (decrease) in net assets – discontinued operations	$ (127,576)	$ 48,799

The assets of the discontinued operation are presented separately under the caption "Assets of discontinued operation" in the accompanying statements of financial position at June 30, 2015 and 2014, and consisted of the following:

	2015	2014
Assets of discontinued operation:		
Goodwill	$ -	$ 92,584

11. Prior Period Adjustment:

Previously, it was believed that the investments held by the Organization were temporarily restricted. However, during fiscal year 2015, it was determined that they are unrestricted. As a result, the financial statements for the year ended June 30, 2014 have been restated. Unrestricted net assets at June 30, 2014 increased by $199,669 and temporarily restricted net assets decreased by $199,669.

12. Subsequent Events:

The Organization has reviewed events occurring after June 30, 2015 through February 17, 2016, the date the board of directors accepted the final draft of the financial statements and made them available to be issued. The Organization does not believe that any events requiring recognition or disclosure have occurred between the period of June 30, 2015 and the report date, February 17, 2016. The Organization has not reviewed events occurring after the report date for their potential impact on the information contained in these financial statements.

SUPPLEMENTAL SCHEDULES

COMMUNITY ALLIANCE OF HUMAN SERVICES, INC.

Schedule 1 – Statement of Activities

For the Year Ended June 30, 2015

	Public Transportation Services	Family Services	Senior Housing	Management and General	Total
Revenue					
Program fees	$ 113,891	$ 2,862	$ -	$ -	$ 116,753
Management fees	-	-	98,793	-	98,793
Grants					
Federal	225,501	-	-	-	225,501
Other	234,295	59,392	-	-	293,687
Other revenue	17,760	2,000	-	8,860	28,620
Fundraising, net of fundraising expenses of $0	95	-	-	100	195
Investment income	-	-	-	7,083	7,083
Realized and unrealized loss on investment	-	-	-	(6,479)	(6,479)
Total revenue	591,542	64,254	98,793	9,564	764,153
Expenses					
Payroll					
Salaries and wages	212,275	39,252	38,323	118,167	408,017
Employee benefits	19,810	4,764	-	6,781	31,355
Payroll taxes	17,191	2,366	2,860	11,702	34,119
Other					
Professional fees	8,833	1,181	1,531	59	11,604
Depreciation	68,719	839	1,087	44	70,689
Other professional fees and contracts	642	19	-	4,416	5,077
Subcontractors	-	620	-	2,000	2,620
Supplies	643	-	59	-	702
Office	3,952	617	127	3,610	8,306
Telephone	3,373	946	90	1,814	6,223
Postage and printing	56	294	-	1,196	1,546
Occupancy	9,830	536	-	317	10,683
Heating and utilities	6,771	2,264	-	2,494	11,529
Staff transportation	738	1,713	-	52	2,503
Staff training	-	15	-	-	15
Conferences and workshops	(69)	120	-	-	51
Rent	-	2,386	-	4,590	6,976
Advertising	4,728	357	-	1,536	6,621
Repairs and maintenance	9,822	170	-	4,206	14,198
Miscellaneous	152	-	-	1,174	1,326
Insurance	24,902	1,431	2,993	3,653	32,979
Interest	4,721	20	-	1,103	5,844
Bad debt	-	-	-	11,451	11,451
Vehicles	160,851	-	-	-	160,851
Total expenses	557,940	59,910	47,070	180,365	845,285
Income (loss) from operations	$ 33,602	$ 4,344	$ 51,723	$ (170,801)	$ (81,132)

COMMUNITY ALLIANCE OF HUMAN SERVICES, INC.

Schedule 2 – Statement of Activities

For the Year Ended June 30, 2014

	Public Transportation Services	Family Services	Senior Housing	Management and General	Total
Revenue					
Program fees	$ 75,416	$ 5,642	$ -	$ -	$ 81,058
Management fees	-	-	93,906	-	93,906
Grants:					
Federal	277,981	-	-	-	277,981
Other	211,216	61,836	-	-	273,052
Other revenue	14,611	4,000	-	1,423	20,034
Fundraising, net of fundraising expenses of $16,306	5,571	-	-	2,178	7,749
Investment income	-	-	-	6,177	6,177
Realized and unrealized loss on investment	-	-	-	11,518	11,518
Total revenue	584,795	71,478	93,906	21,296	771,475
Expenses					
Payroll					
Salaries and wages	202,151	37,155	37,265	163,745	440,316
Employee benefits	18,873	6,273	-	15,264	40,410
Payroll taxes	16,699	2,754	2,883	14,236	36,572
Other					
Professional fees	7,369	986	1,277	49	9,681
Depreciation	65,744	528	684	26	66,982
Other professional fees and contracts	126	-	-	934	1,060
Subcontractors	-	-	-	23,956	23,956
Supplies	1,819	111	-	-	1,930
Office	3,472	1,251	-	4,691	9,414
Telephone	2,641	1,361	180	1,433	5,615
Postage and printing	289	302	49	1,169	1,809
Occupancy	8,579	939	-	710	10,228
Heating and utilities	6,422	2,397	-	3,137	11,956
Staff transportation	2,096	1,660	61	110	3,927
Staff training	-	-	-	572	572
Conferences and workshops	237	100	-	405	742
Rent	-	2,925	-	3,900	6,825
Advertising	1,765	575	-	1,237	3,577
Repairs and maintenance	7,172	648	-	3,017	10,837
Miscellaneous	-	-	-	2,546	2,546
Insurance	25,798	1,808	3,209	6,419	37,234
Interest	4,662	521	-	479	5,662
Vehicles	153,404	40	79	119	153,642
Total expenses	529,318	62,334	45,687	248,154	885,493
Income (loss) from operations	$ 55,477	$ 9,144	$ 48,219	$ (226,858)	$ (114,018)

COMMUNITY ALLIANCE OF HUMAN SERVICES, INC.
Schedule 2 – Assets – Department of Transportation
For the Year Ended June 30, 2015

Description	VIN #	Date Acquired	Cost	Accumulated Depreciation	Net Book Value
2003 Ford Trolley	1FCMF535120AO6466	6/30/2003	$ 104,876	$ 104,876	$ -
2007 E450 Starcraft	1FDXE45S67DB03438	7/31/2007	55,250	55,250	-
2007 E450 Starcraft	1FDXE45S27DA92132	7/31/2007	55,250	55,250	-
2010 Ford ElDorado Aerlite	1FDEE3FL3ADB01484	9/15/2010	54,374	52,562	1,812
2010 Ford ElDorado Aerlite	1FDEE3FL3ADB01485	9/15/2010	54,374	52,562	1,812
2010 Ford White Bus	1FDFE4F52ADB01901	1/25/2011	61,446	54,277	7,169
2013 Ford ElDorado	1FDFE4FS0DDB28888	11/25/2013	62,379	19,753	42,626
Building improvements		5/31/2011	36,915	3,904	33,011
Cub Cadet Garden Tractor		6/6/2007	4,250	4,250	-
RouteMatch software		12/3/2010	48,622	44,571	4,051
Sharp MX-B401 Photocopier		9/20/2010	4,267	4,054	213
Roofing system		1/6/2012	35,238	6,167	29,071
Ceiling tiles		5/29/2012	1,395	430	965
Laptop		6/3/2012	976	602	374
Transportation Facility Building		1/1/1994	115,340	99,192	16,148
Total			$ 694,952	$ 557,700	$ 137,252

COMMUNITY ALLIANCE OF HUMAN SERVICES, INC.
Schedule 2 – Assets – Department of Transportation
For the Year Ended June 30, 2014

Description	VIN #	Date Acquired	Cost	Accumulated Depreciation	Net Book Value
2003 Ford Trolley	1FCMF535120AO6466	6/30/2003	$ 104,876	$ 104,876	$ -
2007 E450 Starcraft	1FDXE45S37DA92124	7/31/2007	55,250	55,250	-
2007 E450 Starcraft	1FDXE45S67DB03438	7/31/2007	55,250	55,250	-
2007 E450 Starcraft	1FDXE45S27DA92132	7/31/2007	55,250	55,250	-
2010 Ford ElDorado Aerlite	1FDEE3FL3ADB01484	9/15/2010	54,374	41,687	12,687
2010 Ford ElDorado Aerlite	1FDEE3FL3ADB01485	9/15/2010	54,374	41,687	12,687
2010 Ford White Bus	1FDFE4F52ADB01901	1/25/2011	61,446	41,988	19,458
2013 Ford ElDorado	1FDFE4FS0DDB28888	11/25/2013	62,379	7,278	55,101
Building improvements		5/31/2011	36,915	2,958	33,957
Cub Cadet Garden Tractor		6/6/2007	4,250	4,250	-
RouteMatch software		12/3/2010	48,622	34,846	13,776
Sharp MX-B401 Photocopier		9/20/2010	4,267	3,200	1,067
Roofing system		1/6/2012	35,238	4,405	30,833
Ceiling tiles		5/29/2012	1,395	291	1,104
Laptop		6/3/2012	976	407	569
Transportation Facility Building		1/1/1994	115,340	94,579	20,761
Total			$ 750,202	$ 548,202	$ 202,000

COMMUNITY ALLIANCE OF HUMAN SERVICES
BOARD OF DIRECTORS
October 2014

Executive Committee

Chair

Chris Kebalka, Vice President, Commercial Loan Officer

Vice Chair

Matt Blanc, Business Owner

Treasurer

Justin Provost, Commercial Lender

Members

Scott Ayen, IT Professional

Rolf Olsen, Director Community Engagement

Susan Nooney, CPA

Anthony DiPadova, Attorney

TERRI L. DAIGNAULT

OBJECTIVE:

Looking for a challenging role where my skills and knowledge can be utilized to the fullest.

SKILLS:

- Proficient in computer applications like MS Word, Excel, FrontPage and others.
- Excellent in communication, interpersonal and organizational skills.
- Exceptionally good communication skills with both verbally and written.
- Excellent interpersonal and demonstration skills.
- Experienced in designing presentations, strategies and marketing campaigns.
- Very enthusiastic and hardworking.

Education

Sunapee High School, Sunapee, NH
Newport High School, Newport, NH

Professional Profile

- **Accounting** – Strong accounting ability with Accounts Payable/Accounts Receivable, Payroll, Human Resources, G/L journal entries, balancing accounts as well as financial reporting.
- **Computer** – Experienced with numerous accounting software packages, spreadsheet development. Proficient in Word, Excel, Front Page and several data programs. Very familiar with computer terminology and troubleshooting hardware and software problems.
- **Multitasking** – Able to perform several functions accurately and in a timely manner to meet various deadlines. Able to tackle and task and provide optimal productivity in a wide variety of situations.

Work Experience

Feb 2012 - Present

Volunteer Driver Program Coordinator
Community Alliance of Human Services
PO Box 188
Newport, NH 03773

Job Description:

The Volunteer Driver Coordinator is responsible for developing and implementing a program for volunteer drivers within the Agency's transportation program. Reports directly to the Transportation Services Director this individual will recruit, train, schedule, and oversee volunteer drivers while working collaborating with other agencies that provide volunteer transportation for Sullivan County residents.

- Maintains a positive professional attitude within the Agency and in the community, supporting the Agency's mission statement as well as all policies and procedures. Maintains confidentiality as outlined in Agency policy.
- Working with the Transportation Services Director, establishes a volunteer driver program component for the Agency's transportation program.
- Recruits, screens, trains, supervises, schedules, and evaluates volunteer drivers
- Identifies and implements resources for training and motivating volunteers
- Maintains a roster of volunteers willing to provide services.
- Maintains accurate records, producing monthly and quarterly reports of volunteer activities as requested.
- Partners with area agencies to coordinate volunteer efforts in the region for optimum efficiency
- Plans and implements an annual volunteer recognition event.
- Coordinates the evaluation of the volunteer program including volunteer satisfaction surveys.
- Handles incoming contacts to the program and makes home visits as appropriate.

- Attends meetings and interfaces with other community groups and agencies as appropriate.
- Participates in the public relations efforts by making presentations to community groups.
- Other related duties as assigned.

July 2007 – April 2012 Twin State Speedway
282 Thrasher Road
Claremont, NH 03743
603-543-3160

Sales, all aspects from dealing with customers, taking payments to selling cars, sales/ticket booths, training, overseeing of all ticket takers, deposits, record keeping of all deposits and weekly intake, dealing with employees and customers, registrations, and creating and maintaining websites.

Aug 2010 – Feb 2012 Fleury's Sales
880 John Stark Highway
Newport, NH 03773
603-863-3694

Sales, all aspects from dealing with customers, taking payments to selling cars, deposits, record keeping of all deposits and weekly intake, dealing with employees and customers, registrations, and creating and maintaining websites

Aug 2007 – Jan 2010 Jiffy Mart
102 Elm Street
Claremont, NH 03743

Worked as Assistant Manager, cashier, stocking, daily paperwork, invoices, ordering and receiving of stock. Training of new employees, opening and closing of store. Was responsible for daily deposits. Worked and training in all areas of store, food preparations.

Aug 1988 – Sept 1996 Hodgdon Sales
101 Mulberry Street
Claremont, NH 03743

Worked as cashier, stocking, ordering, receiving of stock. Trained new employees, payroll, invoicing, billing, answering phones, dealing with the public. Set up new store fronts. Helped with auctions, scribing and any other duties as needed.

PAMELA A. JOSLIN

OBJECTIVE:

Looking for a challenging role where my skills and knowledge can be utilized to the fullest and will be able to serve the people.

SKILLS:

Proficient in computer applications like MS Word, Excel, FrontPage, Accounting Programs, Access, and many more.

- Taught computer applications at local Technical College
- Excellent in communication, interpersonal and organizational skills.
- Well maintained and proficient with the financial/billing records.
- Profound ability of planning, management and budgeting.
- Exceptionally good communication skills with both verbally and written.
- Excellent interpersonal and demonstration skills.
- Experienced in designing presentations, strategies and marketing campaigns.
- Very enthusiastic and hardworking.

Education

River Valley Community College, Claremont, NH
Medical Coding and Billing

Interpersonal Communications, Office Procedures, Computer Literacy, Microcomputer and It's Applications, Business and Technical Writing, Law and Ethics in Medicine, Confidentiality of Health Information, Math for Business and Finance, Reimbursement Methodologies, Medical Terminology, Anatomy and Physiology 1 & 2, Medical Coding I, Insurance Form Preparation, Medical Information, and Management and Office Practice

Newport High School, Newport, NH
Steven High School, Claremont, NH

Professional Profile

- **Accounting** – Strong accounting ability with Accounts Payable/Accounts Receivable, Payroll, Human Resources, G/L journal entries, balancing accounts as well as financial reporting.
- **Computer** – Experienced with numerous accounting software packages, spreadsheet development. Proficient in Word, Excel, PowerPoint, Access, Outlook Express, PageMaker, In Design, Contribute, Front Page and several data programs. Very familiar with computer terminology and troubleshooting hardware and software problems. Taught at the local technical school for both adults and students.
- **Multitasking** – Able to perform several functions accurately and in a timely manner to meet various deadlines. Able to tackle and task and provide optimal productivity in a wide variety of situations.

Work Experience

Oct 2011 to Present — *Director of Transportation* — (603)863-7708
Community Alliance of Human Services
PO Box 188
Newport, NH 03773

Provide safe, reliable transportation services to the general public in and around Sullivan County. Provide management and overall supervision of Agency transportation programming, ensuring that high quality services are delivered in the most efficient, cost effective manner with a high level of satisfaction by consumers.

Maintain programming compliance with all applicable state, federal, and agency regulations and guidelines. Reviews reports compiled by other transportation staff to insure accuracy, completeness, and timelines of submission.

Ensures that qualified, trained staff and volunteers are engaged. Assesses the training needs of staff and volunteers and assures the adequacy and appropriateness of such training, both on a micro and systemic basis. Orients, supervises, and assigns all staff. Notifies the program's Transportation Coordinator when new volunteers are available to provide services.

Works with the Executive Director to develop and negotiate Agency contracts and assists in departmental annual budgetary process.

Participates in public relations efforts to promote all transportation services provided by the Agency and informs the community of transportation needs and services including, but not limited to, making presentations to community groups, fundors, agencies, providers, and other interested parties.

Ensures the health and safety standards are maintained.

Jan 2011 to Sept 2011 *Medical Coder* (603)542-7771
Valley Regional Hospital
Elm Street
Claremont, NH 03743

Coding of patient billing.

March 2007 – Jan 2011 *Office Manager*
UNH Cooperative Extension, Sullivan County
24 Main Street
Newport, NH 03773 (603)863-9200

Perform a wide variety of complex secretarial assignments for department heads including initiating and typing correspondence and reports, maintaining an office filing system and preparing forms and other documents; supervise clerical staff. Maintain financial and/or program records; perform arithmetical computations, including department payroll, accounts payable and accounts receivable, perform purchasing functions for department, compile budget data and information. Distribute mail, telephone calls, and furnish assistance to callers and office visitors, as well as answer incoming calls. Manage the distribution of program mailings, manage and distribute of mass mailings and other large-scale clerical duties, train secretarial staff for efficient office procedures. Prepare newsletter and layout, print and distribute every other month. Maintain operation of all office machines, instruct and train support staff on computer operations.

May 2002 – May 2007 *Accounting/Sales* (603)863-3694
Fleury's Sales – Twin State Speedway
880 John Stark Highway
Newport, NH 03773

Sales, all aspects from dealing with customers, taking payments to selling cars. Also worked at the speedway managing the sales/ticket boots, hiring of positions, overseeing of all ticket takers, deposits, recordkeeping of all deposits and weekly intake, dealing with employees and customers, registrations, and creating and maintaining websites.

Sept. 2000 – May 2005 *Administrative Assistant to President*
Timberpeg East, Inc. (603)542-7762
Twistback Road
Claremont, NH 03743

Processing of contracts, tracking of Design Deposits and Contract moneys, correspondence to customers, AR/AP, deposits, mail, typing, filing, etc.

August 1997 – Jan. 2000 *Secretary to Assistant Superintendent and Special Education Director*
SAU #43, Newport School District (603)863-3540
15 Sunapee Street
Newport, NH 03773

Coordinate and schedule appointments, typing, filing, answering phones, grant projects, problem solving, A/R – A/P (BMSI), data entry, mail, etc. Entering student info into SPEDIS Data Base (Concord) creating student files, training, etc.

August 1989 – May 1997 *Transportation Director – Administrative Assistant – Receptionist*
SAU #6 Claremont School District (603)543-4200
165 Broad Street
Claremont, NH 07343

The Transportation Director is responsible for day-to-day operations of school bus routes and all field trips and athletics. Responsible for hiring and training of drivers outline by the state. Responsible for planning, coordinating and administration of transportation

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Terri Daignault	Volunteer Driver Coordinator	$31,034	20%	$6,206
Pam Joslin	Transportation Director	$46,900	0%	0

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

This second Amendment to the Nutrition and Transportation contract (hereinafter referred to as "Amendment #2") dated April 13, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Community Alliance of Human Services (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 27 John Stark Highway, Newport, NH, 03773.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 18, 2014 (Item #109) (hereinafter referred to as the "Contract") and amended by an agreement (Amendment #1 to the Contract) approved on January 22, 2015, by the Attorney General, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

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

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

WHEREAS, the Department and the Contractor agree to extend the completion date by an additional fifteen months, and to increase the price limitation; and

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

1. Except as specifically amended and modified by the terms and conditions in this Amendment #2, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.7, Completion Date, by extending the date to September 30, 2016.
3. Amend General Provisions (Form P-37), Block 1.8, Price Limitation, to read: $150,468.65.
4. Amend General Provisions (Form P-37), Block 1.9, Contracting Officer for State Agency to read: Eric Borrin, Director of Contracts and Procurement.
5. Amend General Provisions (Form P-37), Block 1.10, to read: (603) 271-9558.
6. Delete in its entirety Exhibit A, Scope of Services and replace with Exhibit A Amendment #1, Scope of Services.
7. Amend Exhibit A-1 Geographic Area Form by extending the date to September 30, 2016.
8. Delete in its entirety Exhibit B, Method and Conditions Precedent to Payment and replace with Exhibit B Amendment #1, Method and ~~Conditions Precedent to Payment.~~

Contractor Initials: EBC
Date: 4.23.15

9. Add Exhibit B-2

10. Delete Standard Exhibit C, Special Provisions and replace with Exhibit C, Special Provisions.

11. Delete in its entirety, Exhibit C-1 Revisions to General Provisions, Section 4.

12. Delete Standard Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.

Contractor Initials: [illegible]
Date: 4.23.15

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

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

State of New Hampshire
Department of Health and Human Services

5/5/15
Date

Diane Langley
Director

Community Alliance of Human Services

4.23.15
Date

NAME
TITLE

Acknowledgement:
State of NH, County of Sullivan on April 23, 2015, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Name and Title of Notary or Justice of the Peace

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

OFFICE OF THE ATTORNEY GENERAL

5/22/15
Date

Name: Megan A. York
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Scope of Services

1. Purpose:

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

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

2. Contract Period:

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

3. Population:

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

3.1. Title III

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

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

3.2. Title XX 42 USC §1397 et seq.

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

4. Geographic Area to be served:

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

5. Services Provided in this Agreement

5.1. The Contractor will provide the services denoted by an "x" in 5.3 Services Table below, to the population defined in Paragraph 3 above.

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

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

NA means that service is not applicable to this contract.

Contractors Initials: [illegible]
Date: 4.23.15

6. Service descriptions

6.1. Home-Delivered Meals (funded through Titles III and XX) are delivered to a client at his/her home. A client must be homebound and unable to prepare his/her own meals. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the client including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. Providers Contractors must ensure assure that a visual contact is made with each client in his/her home on each day that meals are delivered as an assurance of the individual's safety, with the exception of meals designated as emergency meals or frozen meals which are delivered to clients in advance of anticipated inclement weather conditions or other adverse conditions.

6.2. Home Delivered Meals funded by Title XX shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX) incorporated by reference into this Agreement.

6.3. Home Delivered Meals funded by Title III shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.

6.4. The Contractor agrees to perform the following: receive inquiries and applications; determine eligibility; notify applicants of eligibility; maintain records for each recipient; train staff and volunteers; monitor and evaluate services; maintain financial records; submit reports as requested to the Bureau of Elderly and Adult Services.

6.5. Congregate Meals (Community Dining) (funded through Title III) are provided in community settings, where individuals travel to a designated site to share a meal with other individuals. Advance registration is not required, and individuals register when arriving at the meal site. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the individual including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. The Contractor shall, within 10 days of the contract effective date submit for Department approval their congregate meal site information.

6.6. Congregate Meals funded by Title III shall be provided according to the rules and policies of the Bureau of Elderly and Adult Services (BEAS), including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older Americans Act of 1965 as amended, incorporated by reference into this Agreement.

6.7. Transportation (funded through Title III) provides transport in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote ~~independent living and provide socialization~~. ~~Title III~~ Transportation services do not include pleasure excursions that charge individuals a fee for participation.

6.8. Transportation services funded by Title III shall be provided according to the rules and policies of BEAS, including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.

6.9. Transportation providers must be in compliance with all applicable Federal and State Department of Transportation and Department of Safety regulations. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500 and inspected in accordance with NH Administrative Rule Saf-C 3200. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing and NH Administrative Rule Saf-C 1800 Commercial drivers licensing, as applicable.

7. Service Compliance Requirements

7.1. Access to Services

7.1.1. Individuals access the services described in this contract through one of two ways. They may apply directly for services to the contractor or be referred to the contractor by the Adult Protective Services Program as a result of a substantiated report of neglect, abuse, or exploitation.

7.1.1.1. Client directly applies for services: The Contractor shall determine eligibility for these services in accordance with the rules and requirements of the Title III and Title XX Programs. The contractor shall determine the eligibility of the individual; and with the exception of Congregate Meals and Transportation, provide written notice of eligibility within 45 days from the date eligibility was determined, indicate what services are to be provided and their frequency, and indicate the beginning and end dates for individual's period of eligibility.

7.1.1.2. Client referred by Adult Protective Services (APS): The contractor does not take an application, determine or redetermine the client's eligibility or issue notifications. The client's case will be managed by the APS staff. The referral will a protective services plan that the APS worker puts into place to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, or exploitation.

7.2. Client Application/Request for Services

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

7.3. Client Eligibility

7.3.1. The Contractor shall determine eligibility for services and shall be in compliance with both Title III and Title XX requirements regarding eligibility determination, notice of eligibility and the individual's period of eligibility as applicable.

7.3.2. In order for clients to be eligible to receive home-delivered meals through both Title III and Title XX, the client needs to demonstrate that he or she cannot prepare meals and that the individual is:

7.3.2.1. Homebound; or

7.3.2.2. Temporarily homebound due to recovery from illness or injury.

7.3.2.3. In order for clients to be eligible to receive congregate meals and transportation, they must be age 60 or older. They must sign up for these services prior to

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

(1) The spouses of individuals who accompany them to the meal site;

(2) Individuals providing volunteer services at the congregate meal site during meal hours;

(3) Individuals with disabilities who reside at home with an individual who is receiving Title III services; and

(4) Individuals with disabilities under the age of 60 who are not older individuals, but who reside in housing facilities occupied by older individuals where congregate meals are provided.

7.3.3. Eligibility determination

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

For Home Delivered Meals:
The Contractor shall provide a written notice of the eligibility decision, for individuals determined to be eligible to receive services, to the individual as soon as possible, but no later than 45 calendar days from the date of determination. This notice shall include:
1)The services to be provided, and when;
2)The eligibility period; and
3)Contact information for the contractor.

If the client is determined to not be eligible for service(s), the notice shall include:
1)The reason(s) for the denial;
2)A statement regarding the right of the individual or his or her authorized representative to request an informal resolution or appeal of the eligibility determination decision.
3)Contact information for requesting an appeal.

7.3.4. Redetermination of Service Eligibility.

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

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

7.3.5. Termination of Services.

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

6) The individual is deceased.

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

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

Bureau of Data Management
129 Pleasant Street
Concord, NH 03301

7.4. Client Assessments

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

7.5. Person centered provision of services

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

7.5.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
- 7.5.1.1. Individual's wishes, values, and beliefs are considered and respected.
- 7.5.1.2. Individual is listened to; needs and concerns are addressed.
- 7.5.1.3. Individual receives the information he/she needs to make informed decisions.

7.5.2. Planning is responsive to the individual. His or her preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.

7.5.3. Services are designed, scheduled, and delivered to best meet the needs and preferences of the individual.

7.5.4. The system is committed to excellence and quality improvement:

7.5.5. Individual rights are affirmed and protected.

7.5.6. Individuals are protected from exploitation, abuse, and neglect.

7.5.7. The service system is accessible, responsive, and accountable to the individual.

7.5.8. Person-centered planning may be incorporated into existing service plans or documents already being used by the contractor.

7.6. Staffing

The Contractor agrees to adhere to the following staffing requirements:

7.6.1. Provide sufficient staff to perform all tasks specified in this Agreement. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients and geographic area as identified in this Agreement.

7.6.2. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their

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

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

7.7. Service Delivery Verification

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

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

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

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

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

Contractors Initials: [illegible]
Date: 4.23.15

b) The Contractor will indicate the reasons applicants did not receive their planned services.
c) The Contractor will describe the quality improvement activities to be initiated to address identified concerns about service delivery.

7.8. Reporting Requirements:

7.8. Reporting Requirements:
The Contractor shall complete quarterly reports on a pre-defined electronic form provided by the Department. Quarterly is defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30. The Contractor shall submit the quarterly reports to the Department by October 15, January 15, April 15, and July 15 as applicable to each State Fiscal Year in the contract period. The data will include, but not be limited to the following:

- Expenses by program service provided. Service is defined as Home Delivered Meals, Congregate Meals & Transportation;
- Revenue, by program service provided, by funding source;
- Actual Units served, by program service provided, by funding source;
- Number of unduplicated clients served, by service provided, by funding source;
- Number of Title III and Title XX clients served with non-BEAS funds;
- Unmet need/waiting list; and
- Lengths of time clients are on a waiting list.

In addition, the Contractor shall complete the Home-Delivered Data Form and the Transportation Data Form provided by the Department. The Contractor shall submit the Forms to the Department by January 31 and July 31 as applicable to each State Fiscal Year in the contract period. The data will include, but not be limited to the following:

For home-delivered meals:

- the number of meals served by client and by town;
- the number of meals served in the aggregate; and
- the number of miles related to the delivery of meals in the aggregate.

For transportation:

- the number of clients served by town and in the aggregate;
- the number of miles in the aggregate;
- the nature of the transportation. Nature is defined as medical appointment, shopping, etc...; and
- the occupancy rate per vehicle.

7.9. Client Fees and Donations

7.9.1. Title III Services

Except as provided in paragraph 7.9.3, the NH Administrative Rule He-E 502.12 allows Title III contractors to ask individuals receiving services for a voluntary donation towards the cost of the service and provides guidance for requesting donations. The donation is to be purely voluntary, and no one can be refused services if they are unable or unwilling to donate.

The Contractor is required to report the total amount of collected donations on the quarterly report sent to BEAS Finance.

7.9.2. Title XX Services

The Contractor may charge fees to individuals receiving Title XX services provided that the Contractor establishes a sliding fee ~~schedule and provides this information to~~ individuals seeking services. The Contractor shall comply with the New Hampshire Administrative Rule He-E 501 when ~~establishing and charging fees to individuals.~~ In

Contractors Initials: [illegible]
Date: 4.23.15

addition, the Contractor is required to report on the total amount of fees/income received for Title XX Services on the quarterly report sent to BEAS Finance.

7.9.2.1. The Contractor providing Title XX services may charge fees to clients, referred by APS staff, for whom reports of abuse, neglect, self-neglect and/or exploitation have not been founded. The Contractor is required to include the total amount of fees/income received for Title XX services, referred by APS staff, with the total amount of fees/income reported for Title XX Services, listed above, on the quarterly report sent to BEAS Finance.

7.9.3. Adult Protective Services

Under RSA 161-F: 42 et seq. BEAS provides protective services to incapacitated adults to prevent neglect, abuse or exploitation. When BEAS determines that an individual needs protective services as described in the Adult Protection Program NH Administrative Rules (He-E 700), the Contractor agrees that the payment received from BEAS for the specified services is payment in full for those services, and the provider agrees to refrain from making any attempt to secure additional reimbursement of any type from the individual for those services. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons in need of protective services.

7.9.3.2. Agencies providing Title III and/or Title XX services may not charge fees or ask donations from clients referred by the DHHS Adult Protective Services (APS) Program as long as these individuals remain active recipients of adult protective services as verified by Adult Protective Services staff.

7.10. Adult Protective Services

The Contractor will report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law.
The Contractor shall make a good faith effort to assure the provision of some level of services to those persons who the Department refers to the contracted agency and identifies the client in in need of protective services.
The Contractor shall follow the plan of care established by the APS social worker.
The contractor is expected to inform the referring APS staff of any changes in the individual's situation or other concerns, and the APS staffs are expected to inform the contractor of any information that may affect service provision.

7.11. E-Studio Electronic Information System

The Contractor shall be required to use BEAS' E-Studio electronic information system. E-Studio is BEAS' primary vehicle for uploading important information concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information. Contractor shall identify all of the key personnel who need to have E-Studio accounts to ensure that information from BEAS can be shared with the necessary agency staff. There is no cost to the contractor for BEAS to create an E-Studio account and no limit on the number of staff an agency identifies to have access to E-Studio. Contractor shall ensure that their E-Studio account(s) are kept current and that BEAS is notified when a staff member is no longer working in the program so his/her account can be terminated.

7.12. Criminal Background and Adult Protective Service Registry Checks

The contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services are required to complete a BEAS State Registry check before the staff member or volunteer begins providing services. In addition, all agency staff must undergo a NH Criminal Records Background check.

7.12.1. Contractor shall conduct a New Hampshire criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact.

7.12.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49, which require the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry.

7.13. Grievance and Appeals

The Contractor must maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and staff. The Contractor shall have grievance system in place that includes a grievance process and any grievances filed are to be available to DHHS upon request. At a minimum the process shall include the following:

a) Client name,
b) type of service,
c) date of written grievance,
d) nature/subject of the grievance,
e) who in the agency reconsiders agency decisions,
f) what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.

7.14. Privacy and Security of Client Information

DHHS is the designated owner of all data and shall approve all access to that data. The Contractor shall not have ownership of State data at any time. The Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law. Privacy policy statements may be developed and amended from time to time by the State and will be appropriately displayed on the State portal. The Contractor shall provide sufficient security to protect the State and DHHS data in network, transit, storage and cache. In the event of breach, the contractor shall notify the Department within one day from the date of breach.

7.15. Culturally and Linguistically Appropriate Standards of Care

The Contractor shall ensure equal access to quality services under this contract by providing culturally and linguistically appropriate services according to the following guidelines:

- Assess the ethnic/cultural needs, resources and assets of their community.
- Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment or to those with disabilities.
- When feasible and appropriate, provide clients of minimal English skills with interpretation services.
- Offer clients a forum through which they have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may require a response.
- When feasible and appropriate, identify communication access needs for clients who may be deaf or hard of hearing, and/or have vision or speech impairment and develop an individual communication plan for clients to receive services.

7.16. Wait Lists

7.16.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. The contract agency shall maintain a wait list in accordance with NH Administrative Rules ~~He-E 501~~ and ~~502~~ when funding or resources are not available to provide the requested services. A wait list includes at a minimum:

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a) Each contract agency shall include the following information on its wait list:
   i) The individual's full name and date of birth;
   ii) The name of the service being requested;
   iii) The date upon which the individual applied for services which shall be the date the application was receive by the contract agency or BEAS;
   iv) The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
   v) The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services;
   vi) The individual's assigned priority on the wait list, determined in accordance with (b) below;
   vii) A brief description of the individual's circumstances and the services he or she needs.

b) The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
   i) Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
   ii) Declining mental or physical health of the caregiver;
   iii) Declining mental or physical health of the individual;
   iv) Individual has no respite services while living with a caregiver; and
   v) Length of time on the wait list.
   vi) When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.
   vii) Individuals who are being served under protective services RSA 161-F: 42-57 shall be given priority status on the waitlist and in accordance with He-E 501.14 (f) and He-E 502.13.
   viii) Individuals with adult protective needs in accordance with RSA 161-F: 42-57 shall be exempt from the wait list.

c) When an individual is placed on the wait list, the contract agency shall notify the individual in writing

d) The wait list must be maintained during the contract period and available to BEAS upon request.

7.17. Notice of Failure to meet Service Obligations

1) In the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date, the Contractor shall give at least a ninety (90) day prior written notice addressed to the Bureau Director, Bureau of Elderly and Adult Services, of such in ability to meet service obligations.

2) Examples of failure to meet service obligations may include, but are not limited to:
   a) Reducing hours of operation
   b) Changing a geographic service area
   c) Closing or opening a site

3) The written notification shall include the following:
   a) The reasons for the inability to deliver services;
   b) How service recipients and the community will be impacted if the contractor is unable to provide services
   c) How service recipients and the community will be notified; and
   d) The Contractor's plan to transition clients into other services or refer the clients to other agencies.

4) The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:
   a) Service(s) are terminated or planned to be terminated prior to the termination date of the contract;

b) The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State;
c) The Contractor terminates a services or services for any reason;
d) The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

7.18. Transition Process

The Contractor shall have a transition process for clients in the event that they maybe transitioned between DHHS contracted providers and shall submit their written transition process to DHHS within thirty days of approval of the Contract Agreement. The process shall ensure

a) Uninterrupted delivery of services for clients;
b) A method of notifying clients and/or the community about the transition. A staff member shall be available to address questions about the transition.

7.19. Compliance with Laws and Regulations

Services and Administration of the program services shall be provided in accordance with the applicable federal and state laws, Title III and Title XX rules, policies and regulations adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.

7.20. Contract Monitoring

The Contractor shall:

7.20.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.

7.20.2. Ensure the Department is provided with access that includes but is not limited to:

a) Data
b) Financial records
c) Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
d) Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
e) Scheduled phone access to Contractor principals and staff
f) Timely unscheduled phone response by Contractor principals and staff.

7.21. Financial Integrity Maintenance

7.21.1. Financial Reporting Requirements: In addition to the requirement for the Contractor to provide annual audited financial statements, the Contractor will provide to the State quarterly interim Balance Sheet and Profit and Loss Statements for the Contractor including separate statements for related parties. Quarterly is defined as the period of July 1 to September 30, October 1 to December 31, and January 1 to March 31, and April 1 to June 30. The Contractor shall submit the quarterly statements to the Department by October 31, January 31, April 31, and July 31 as applicable to each State Fiscal Year in the contract period. All statements must be certified by an officer of the reporting entity.

7.21.2. Corrective Action and or Termination: If after review of the contractor submitted information, and based on the following risk assessment, the State at its sole discretion, the State may:

1. Require a corrective action plan for identified deficiencies, or
2. Terminate the contract for reasons of risk to continued operation, services, or deliverables as required by the terms of the contract.

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7.21.3. Absence of Risk Conditional Termination: This section does not negate any rights the State may have relative to the contract.

7.21.4. Risk Assessment Process:
The State will analyze the financial information provided by Contractor. Such analysis will include calculation of the ratios set forth in Table A. The weighted average of the ratios is used to calculate a risk score as follows:

- Low Risk 70% and Above
- Moderate Risk From 26% to 69%
- High Risk 25% and Below

7.21.5. Weighted Average: The process for the scoring is

1. Calculate the individual ratio for the Contractor
2. Divide Contractor ratio by the benchmark to determine percentage above or below benchmark
3. Multiply Contractor percentage by "Percentage Weight of Risk Score"
4. Add the scores for the ratios as determined for each ratio in Steps 1 to 3.

7.21.6. The State will provide, upon request, the Risk calculations for the Contractor.

Table A - Risk Analysis Assessment Ratios Matrix

Category	*Name of Ratio*	*Description*	*How it is Calculated*	*What the Ratio Measures*	*Benchmark*	*Percentage of Total Risk Assessment*
Liquidity	Current Ratio	This ratio compares the Current Assets with the Current Liabilities.	CURRENT ASSETS / CURRENT LIABILITIES	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a ratio, and represents 15% of the total risk assessment value.	1.0:1	10.0%
Liquidity	Days Expense in Working Capital	This ratio calculates the number of day's expense that the working capital can support.	(CURRENT ASSETS - CURRENT LIAB) / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed in "number of days" and represents 15% of the total risk assessment value.	30	10.0%

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Table A - Risk Analysis Assessment Ratios Matrix						
Category	***Name of Ratio***	***Description***	***How it is Calculated***	***What the Ratio Measures***	***Benchmark***	***Percentage of Total Risk Assessment***
Liquidity	Days of Revenue In Accounts Receivable	This ratio calculates the number of days of revenue that are in accounts receivable.	(ACCOUNTS RECEIVABLE) / (REVENUE/365)	This ratio measures the performance of the accounts receivable function and the timeliness of revenue collection. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in days.	30	10.0%
Operating Results	Return on Equity	This ratio is a representation of the increase or decrease in net assets from the prior year.	INCREASE IN NET ASSETS / NET ASSETS	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Operating Results	Operation Income to Revenue	This ratio compares the current year's operating income with the current year's revenue.	OPERATING INCOME / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	3%	10.0%

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Table A - Risk Analysis Assessment Ratios Matrix						
Category	***Name of Ratio***	***Description***	***How it is Calculated***	***What the Ratio Measures***	***Benchmark***	***Percentage of Total Risk Assessment***
Operating Results	Cash Flow % of Revenue	This ratio calculates the company's cash flow as a percentage of revenue.	(INCREASE IN NET ASSETS + DEPRECIATION) / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	2%	10.0%
Leverage	Debt to Equity	This ratio compares total debt to equity.	(TOTAL ASSETS - NET ASSETS)/NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a ratio and represents 5% of the total risk assessment value.	0.7:1	5.0%
Leverage	Long Term Debt to Equity	This ratio compares long term debt to equity.	LONG TERM DEBT / NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 5% of the total risk assessment value.	100%	5.0%
Leverage	Debt Ratio	This ratio compares total debt to total assets.	(TOTAL ASSETS - NET ASSETS)/TOTAL ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk	50%	10.0%

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Table A - Risk Analysis Assessment Ratios Matrix						
Category	*Name of Ratio*	*Description*	*How it is Calculated*	*What the Ratio Measures*	*Benchmark*	*Percentage of Total Risk Assessment*
				assessment value.		
Reserves	Cash Flow to Total Debt	This ratio compares cash flow to total debt.	(OP. SURPLUS + DEPRECIATION) / (TOTAL ASSETS - NET ASSETS)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Reserves	Days Expense in Available Net Assets	This ratio calculates the number of day's expense that the net assets of the company can support.	NET ASSETS / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in "number of days" and this represents 10% of the total risk assessment value.	90	10.0%
						100.0%

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Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions (Form P-37) of this Agreement in consideration for the Contractor's compliance with the terms and conditions of this Agreement and for the services provided by the Contractor pursuant to Exhibit A Amendment #1, Scope of Services.

2. The following terms and conditions detailed this Exhibit B Amendment #1 shall apply to all applicable services identified in Exhibit A Amendment #1, Paragraph 5, unless expressly stated otherwise.

3. The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A Amendment #1, Paragraph 5, according to the following reimbursement rates:

Reimbursement Rates	Unit Types
$4.85	Per Home Delivered Meal
$5.50	Per Congregate Meal
$8.75	Per Person per day for Transportation Services
$.30	Per mile

4. Payment for contracted services will be in accordance with Exhibit B-1 and Exhibit B-2.

5. The General provisions (Form P-37) Block 1.6 Account Numbers are as follows:

   - 05-95-48-481010-78720000-512-500352
   - 05-95-48-481010-78720000-541-500383
   - 05-95-48-481010-78720000-544-500386
   - 05-95-48-481010-92550000-544-500386

6. This Contract is funded with federal funds made available under the Catalog of Federal domestic Assistance (CFDA) #'s, for the provision of services pursuant to Exhibit A Amendment #1, Scope of Services as follows:

   - 93.044 United States Department of Health and Human Services, Administration for Community, Living Special Programs for the Aging- Title IIIB
   - 93.045 United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging- Title IIIC-1
   - 93.045 United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging- Title IIIC-2
   - 93.667 United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant- Title XX

   6.1. The Contractor agrees to provide the services in Exhibit A Amendment #1, Scope of Services in compliance with funding requirements.

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7. Notwithstanding paragraph 18 of the General Provisions (Form P-37), an amendment, limited to the terms of Exhibit B-1 and Exhibit B-2, to transfer the amount of units from one service to another can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

8. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT).

9. The DHHS may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in accordance with the requirements and scope of services in Exhibit A Amendment #1; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.

10. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of required reports, or Contractor Site Review Reports, the State may review all units served to clients and number of miles per client incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any units served to clients and number of miles per client incurred that are not determined to be allowable or are determined to be served to ineligible clients and shall, by written notice specifying the disallowed costs, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs.

11. Form Submission:
Prior to submittal of an invoice for the following Title III funded services: Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

Prior to submittal of an invoice for Title XX Meals the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.

12. Invoice Submission:
    12.1. Meals
    Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual meals served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.
    Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual meals served during the month specified for the client identified ~~on the Bureau of Elderly and~~ Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health ~~and Human Services, Data Management Unit~~.

Contractor Initials _____
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A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.

12.1.1. Meals Mileage

Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Contract Service Authorization Form (#3502) and Meal and Mileage Invoices shall be sent to:
NH Department of Health and Human Services
Data Management Unit
129 Pleasant St, P.O. Box 2000
Concord, NH 03301

12.2. Title III Transportation:

The Contractor shall complete and submit a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served (unit being per client, per day) during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit. In addition, the Contractor shall complete a monthly transportation form. The form will be a predefined electronic form supplied by DHHS.

12.2.1. Title III Transportation Mileage

The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title III Transportation and Mileage invoices and the monthly transportation form shall be submitted to:
Financial Management
DHHS Bureau of Elderly and Adult Services
129 Pleasant St, Brown Building
Concord NH 03301

Contractor Initials NH
Date 4.23.15

12.3. Contractor will have forty-five (45) days from the end of the contract period to submit final invoices to the Department for payment. Any adjustments made to a prior invoice, during these forty-five (45) days, will need to be accompanied by supporting documentation.

12.4. The DHHS will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.

12.5. The Contractor shall submit to DHHS the subcontractor's budget for review and approval. The Contractor shall submit to DHHS copies of their subcontractor's invoices for actual units served to clients and number of miles per client that support the requests for reimbursement, upon DHHS request.

Contractor Initials _____
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Contractor Name:	Community Alliance of Human Serivces

Period:	7/1/15-6/30/16			7/1/16-9/30/16		
Funding Source and Service	Projected Number of Units	Projected Number of Miles	Total Maximum Amount Allowed by Funding Source	Projected Number of Units	Projected Number of Miles	Total Maximum Amount Allowed by Funding Source
Title IIIB Transportation	6,900	21,666	$66,874.80	1,725	5,417	$16,718.85

Contractors Initials: ahb
Date: 2.23.15

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, ~~in which event new rates shall be~~ established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder *is prohibited ~~except on written consent of the~~* recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** ~~*The Contractor will provide an*~~ Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. ~~*If the recipient receives $25,000 or more and has 50 or*~~

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS
As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Community Alliance of Human Services

4.23.15
Date

Name: Elizabeth Chipman
Title: Interim Executive Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF BUSINESS OPERATIONS
BUREAU OF CONTRACTS & PROCUREMENT

Nicholas A. Toumpas
Commissioner

Eric D. Borrin
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9558 1-800-852-3345 Ext. 9558
Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

January 6, 2015

Megan Yaple
NH Department of Justice
Office of the Attorney General
33 Capitol Street
Concord, New Hampshire 03301

Good Morning Attorney Yaple,

I am writing to ask that you review the attached amendment between the Department of Health and Human Services, Division Community Based Care Services, Bureau of Elderly and Adult Services and Community Alliance of Human Services, (Vendor #177312 - B002), 27 John Stark Highway, Newport, NH 03773. The vendor provides transportation services in Sullivan County. The Contractor requested a transfer of service units within the budget line for transportation services in order to better address client needs. The Department supports this transfer of SFY 2015 service units. The Governor and Executive Council approved the original agreement on June 18, 2014 (item # 109). There are no additional funds being requested in this amendment. 63% Federal, 37% General.

The following language is included in Exhibit B, paragraph 5 of the contract agreement:

5. Notwithstanding paragraph 18 of the P-37, an amendment limited to the terms of Exhibit B-1, B-2, and B-3 to transfer the amount of units from one service to another can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

I am asking that you review and sign off on this contract amendment as it does not need further action by the Governor and Executive Council.

The remainder of this letter is presented in the format typical of most Governor and Executive Council letters, so that you might have some context for your review. 63% Federal, 37% General.

EXPLANATION

This Agreement is retroactive to December 1, 2014. The Contractor will be reimbursed for mileage incurred since that time. Community Alliance of Human Services, has requested the transfer of units described above in order to realign the budget to provide transportation services for additional clients/days. The contractor originally anticipated higher usage of transportation miles. Accordingly, this transfer will better balance the transportation of clients and mileage service units accordingly for the state fiscal year.

This contract was awarded as the result of a competitive bid process. On November 22, 2013 the Department issued a Request for Proposal for Title XX and Title III Nutrition and Transportation services on the Department's website.

Area Served: Sullivan County.

Source of Funds: 63% Federal Funds from the Administration for Community Living, Special Programs for the Aging – Title IIIB, CFDA# 93.044, and 37% General Funds.

In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Eric D. Borrin
Director

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Transportation Services Contract

This 1st Amendment to the Transportation Services contract (hereinafter referred to as "Amendment #1") dated this 6th day of January, 2015 is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Community Alliance of Human Services (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 27 John Stark Highway, Newport, New Hampshire 03773.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 18, 2014, Item #109, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work and payment schedules of the contract; and

WHEREAS, pursuant to Exhibit B, Paragraph 5 of the contract, an amendment limited to the terms of Exhibit B-1, B-2, and B-3 to transfer the amount of units from one service to another can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, the State may at its sole discretion amend the contract by written agreement of the parties; and

WHEREAS the State and the Contractor agree to transfer units within State Fiscal Year 2015 within the price limitation,

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1) Delete Exhibit B-1 and replace with Exhibit B-1 Amendment #1

Contractors Initial: TBC
Date: 1/6/15

This amendment shall be effective retroactive to December 1, 2014 upon approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

1/15/15
Date

Diane Langley
Director

Community Alliance of Human Services

1.6.15
Date

Name: Elizabeth Chipman
Title: Interim Executive Director

Acknowledgement:
State of NH, County of Sullivan on 1.6.15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Pamela A. Colin
Name and Title of Notary or Justice of the Peace

New Hampshire Department of Health and Human Services

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

1/22/15
Date

Name: Megan A. Yost
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Contractors Initial: DBC
Date: 1.6.15

Exhibit B-1 Amendment #1
Transportation Services
July 1, 2014 through June 30, 2015

COMMUNITY ALLIANCE OF HUMAN SERVICES			
Col. A	Col. B	Col. C	Col. D
Funding	Projected Number of Clients	Projected Number of Miles	Total Maximum Amount Allowed By Funding
Title III B	6,900	21,666	$ 66,875.00

Contractors Initials: EHC
Date: 1.6.15

Community
Alliance of
Human Services
Connections for Independent Living

Administrative Offices
P. O. Box 188
Newport, NH 03773
Tel: (603) 863-7708
Fax: (603) 863-9554

ABSTRACT OF CORPORATE MINUTES

The following is a true abstract from minutes of a meeting of the Board of Directors of Community Alliance of Human Services, on November 26, 2014, which was duly called, of which a quorum was present:

On a motion duly made and seconded, it was voted to authorize the Interim Executive Director to accept grants and awards and enter into contracts and contract amendments from time to time with the New Hampshire Department of Health and Human Services, to sign and otherwise fully execute such acceptances and contracts, and contract amendments or modifications thereto, and any related documents requested by the New Hampshire Department of Health and Human Services, this authorization to continue until revoked by vote of this governing board.

I certify the foregoing vote is still in effect and has not been revoked, rescinded, or modified.

1/8/2015
Date

Chris Kebalka
Chair, Board of Directors

No Corporate Seal

STATE OF NEW HAMPSHIRE

COUNTY OF SULLIVAN

On January 8, 2014 before me personally appeared the person identified in the foregoing certificate, known to be Chair of the Board of Directors of the corporation identified in the foregoing certificate, and acknowledge that Chris Kebalka executed the foregoing certificate.

In witness whereof I hereunto set my hand and official seal.

ELIZABETH S. CHIPMAN
MY COMMISSION EXPIRES JULY 14, 2019
NOTARY PUBLIC
NEW HAMPSHIRE

Notary Public
Commission Expires: 7.16.19

Subject: Transportation Services

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		**1.2 State Agency Address** 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Community Alliance of Human Services		**1.4 Contractor Address** 27 John Stark Highway Newport, New Hampshire 03773	
1.5 Contractor Phone Number (603) 863-7708	**1.6 Account Number** See Exhibit B	**1.7 Completion Date** June 30, 2015	**1.8 Price Limitation** $66,875
1.9 Contracting Officer for State Agency Mary Maggioncalda		**1.10 State Agency Telephone Number** 603-271-9096	
1.11 Contractor Signature Barbara A Brill		**1.12 Name and Title of Contractor Signatory** Barbara A Brill. Executive Director	

1.13 Acknowledgement: State of NH, County of Sullivan

On 5/16/14 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] Ella M Casey

ELLA M. CASEY MY COMMISSION EXPIRES AUG. 8, 2017 NOTARY PUBLIC NEW HAMPSHIRE

1.13.2 Name and Title of Notary or ~~Justice of the Peace~~

Ella M Casey. Notary Public

1.14 State Agency Signature John P Rockburn	**1.15 Name and Title of State Agency Signatory** Shari Rockburn Director
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:	Director, On:
1.17 Approval by the Attorney General (Form, Substance and Execution) By: Mill Brown	On: 5/29/14
1.18 Approval by the Governor and Executive Council By:	On:

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials: bkw
Date: 5/16/14

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials: bhb
Date: 5/16/14

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials: BAB
Date: ~~5/14/14~~ BB 5/K/14

Scope of Services

1. Purpose:

The contractor shall provide services in this contract to assist eligible people to live as independently as possible in safety and with dignity.

1.1. The services in this contract are intended for individuals who are not already receiving the same or similar services through one of DHHS' Medicaid Waiver Programs, who are eligible for other NH Medicaid services or who are receiving the same or similar services through the Veterans' Administration.

2. Contract Period:

The commencement date of this contract shall be effective July 1, 2014 or the date of G& C approval, whichever is later. The completion of this contract shall be June 30, 2015.

3. Population:

Services are for individuals who reside in independent living settings and who meet the eligibility criteria as follows:

3.1. Title III

Individuals who are age 60 and older and with the most economic or social needs as described in:

- Older Americans Act as amended, Section 305,(a)(2)(E) and
- Title III Older Americans Act Services: Title IIB- Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, and Title IIID- Disease Prevention and Health Promotion Services, NH Administrative Rule He-E 502.

3.2. Title XX 42 USC §1397 et seq.

Individuals who are age 60 and older or ages 18-59 who have a chronic illness or disability, and a maximum monthly income of $1,194 for calendar year 2014 as described in:

- The Social Services Block Grant (Title XX), NH Administrative Rule He-E 501.

4. Geographic Area to be served:

The Contractor shall provide and ensure delivery of the services listed in Paragraph 5 below to all eligible persons in the towns/cities listed in Geographic Area Exhibit A-1. Nothing in this Agreement shall be construed to limit the ability of the Contractor to provide said services to other eligible persons located in a town/city not listed in Exhibit A-1 when the Department requests the contractor to do so or when the contractor receives approval by the Department.

5. Services Provided in this Agreement

	Services		
	Home Delivered Meals Services	Congregate Meals Services	Transportation Services
Program:			
Title III	na	na	x
Title XX	na	na	na

An "x" denotes that the Contractor shall provide that service to eligible individuals in accordance with all applicable laws, rules, regulations and terms and conditions of this Agreement.

Contractors Initials: BHD BB
Date: ~~5/15/14~~ 5/16/14

6. Service descriptions

6.1. Home-Delivered Meals (funded through Titles III and XX) are delivered to a client at his/her home. A client must be homebound and unable to prepare his/her own meals. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the client including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. Providers Contractors must ensure assure that a visual contact is made with each client in his/her home on each day that meals are delivered as an assurance of the individual's safety, with the exception of meals designated as emergency meals or frozen meals which are delivered to clients in advance of anticipated inclement weather conditions or other adverse conditions.

6.2. Home Delivered Meals funded by Title XX shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX) incorporated by reference into this Agreement.

6.3. Home Delivered Meals funded by Title III shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.

6.4. The Contractor agrees to perform the following: receive inquiries and applications; determine eligibility; notify applicants of eligibility; maintain records for each recipient; train staff and volunteers; monitor and evaluate services; maintain financial records; submit reports as requested to the Bureau of Elderly and Adult Services.

6.5. Congregate Meals (Community Dining) (funded through Title III) are provided in community settings, where individuals travel to a designated site to share a meal with other individuals. Advance registration is not required, and individuals register when arriving at the meal site. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the individual including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. The Contractor shall provide congregate meals at the locations, hours, and days identified in Exhibit A-2.

6.6. Congregate Meals funded by Title III shall be provided according to the rules and policies of the Bureau of Elderly and Adult Services (BEAS), including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older Americans Act of 1965 as amended, incorporated by reference into this Agreement.

6.7. Transportation (funded through Title III) provides transport in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization. Title III Transportation services do not include pleasure excursions that charge individuals a fee for participation.

6.8. Transportation services funded by Title III shall be provided according to the rules and policies of BEAS, including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.

6.9. Transportation providers must be in compliance with all applicable Federal and State Department of Transportation and Department of Safety regulations. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500 and inspected in accordance with NH Administrative Rule Saf-C 3200. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing and NH Administrative Rule Saf-C 1800 Commercial drivers licensing, as applicable.

7. Service Compliance Requirements

7.1. Access to Services

7.1.1. Individuals access the services described in this contract through one of two ways. They may apply directly for services to the contractor or be referred to the contractor by the Adult Protective Services Program as a result of a substantiated report of neglect, abuse, or exploitation.

7.1.1.1. Client directly applies for services: The Contractor shall determine eligibility for these services in accordance with the rules and requirements of the Title III and Title XX Programs. The contractor shall determine the eligibility of the individual; and with the exception of Congregate Meals and Transportation, provide written notice of eligibility within 45 days from the date eligibility was determined, indicate what services are to be provided and their frequency, and indicate the beginning and end dates for individual's period of eligibility.

7.1.1.2. Client referred by Adult Protective Services (APS): The contractor does not take an application, determine or redetermine the client's eligibility or issue notifications. The client's case will be managed by the APS staff. The referral will a protective services plan that the APS worker puts into place to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, or exploitation.

7.2. Client Application/Request for Services

The Contractor shall complete an intake and application for services, in accordance with New Hampshire Administrative Rule He-E 500. Title XX Home-Delivered contractors shall use Form 3000 Application provided by DHHS. Title III Home-Delivered Meals contractors may use Form 3000 or a form of their own that includes the same information as the Form 3000. Congregate meals and transportation do not require an application per se but require participants to sign up for the service as a way to request the service. The Contractor submits these signature lists as verification that the service was provided.

7.3. Client Eligibility

7.3.1. The Contractor shall determine eligibility for services and shall be in compliance with both Title III and Title XX requirements regarding eligibility determination, notice of eligibility and the individual's period of eligibility as applicable.

7.3.2. In order for clients to be eligible to receive home-delivered meals through both Title III and Title XX, the client needs to demonstrate that he or she cannot prepare meals and that the individual is:

7.3.2.1. Homebound; or

7.3.2.2. Temporarily homebound due to recovery from illness or injury.

7.3.2.3. In order for clients to be eligible to receive congregate meals and transportation, they must be age 60 or older. They must sign up for these services prior to

receiving them. A written application is not required. Individuals who are less than 60 years of age may receive congregate meals if they are:

(1) The spouses of individuals who accompany them to the meal site;

(2) Individuals providing volunteer services at the congregate meal site during meal hours;

(3) Individuals with disabilities who reside at home with an individual who is receiving Title III services; and

(4) Individuals with disabilities under the age of 60 who are not older individuals, but who reside in housing facilities occupied by older individuals where congregate meals are provided.

7.3.3. Eligibility determination

The Contractor shall submit its policies and procedures for client eligibility determination for services to DHHS for review and approval, within 30 days of the start of each State Fiscal Year.

For Home Delivered Meals:
The Contractor shall provide a written notice of the eligibility decision, for individuals determined to be eligible to receive services, to the individual as soon as possible, but no later than 45 calendar days from the date of determination. This notice shall include:
1)The services to be provided, and when;
2)The eligibility period; and
3)Contact information for the contractor.

If the client is determined to not be eligible for service(s), the notice shall include:
1)The reason(s) for the denial;
2)A statement regarding the right of the individual or his or her authorized representative to request an informal resolution or appeal of the eligibility determination decision.
3)Contact information for requesting an appeal.

7.3.4. Redetermination of Service Eligibility.

The Contractor shall submit its policies and procedures for client eligibility redetermination for services to DHHS for review and approval, within 30 days of start of each State Fiscal Year.

For Home Delivered Meals:
1)The Contractor shall review the individual's service record annually while services are being provided. The review shall be completed within 30 days prior to the anniversary date on which eligibility began.
2)The Contractor shall make a decision to re-certify or terminate the individual's services based on the requirements contained in Title III and Title XX administrative rules and document the decision by making a notation in the individuals' service record.

7.3.5. Termination of Services.

Services shall be terminated when:
1)The individual or his or her authorized representative requests that the services be terminated;
2)The individual no longer meets the eligibility requirements for services;
3)Funding by the State for the service(s) is no longer available;
4)The individual did not reapply for services as required by program rules;
5)The individual has been admitted to a nursing home or residential care facility; or

6) The individual is deceased.

7.3.6. Service Authorizations for Eligible Clients.
Once the client has been determined eligible to receive home delivered meals and congregate meals services, the contractor shall obtain a service authorization from DHHS in order to be reimbursed from this contract for allowable costs in providing services to that client. Transportation services do not require service authorizations.

7.3.6.1. The Contractor shall submit a completed Form 3502 "Contract Service Authorization-New Authorization" for each client who has been determined eligible to receive home delivered and/or congregate meals services. More than one service may be included on a Form 3502. The completed Form 3502 shall be submitted to:

Bureau of Data Management
129 Pleasant Street
Concord, NH 03301

7.4. Client Assessments

The contractor shall assess the individual's needs and develop written service plans, keep written progress notes; and monitor and adjust service plans to meet the individual's needs in accordance with NH Administrative Rule 500.

7.5. Person centered provision of services

The Contractor agrees to incorporate into its agency's functions, policies, staff-client interactions and in the provision of all services in this Agreement the following Guiding Principles for Person-Centered Planning Philosophy:

7.5.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
- 7.5.1.1. Individual's wishes, values, and beliefs are considered and respected.
- 7.5.1.2. Individual is listened to; needs and concerns are addressed.
- 7.5.1.3. Individual receives the information he/she needs to make informed decisions.

7.5.2. Planning is responsive to the individual. His or her preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.

7.5.3. Services are designed, scheduled, and delivered to best meet the needs and preferences of the individual.

7.5.4. The system is committed to excellence and quality improvement.

7.5.5. Individual rights are affirmed and protected.

7.5.6. Individuals are protected from exploitation, abuse, and neglect.

7.5.7. The service system is accessible, responsive, and accountable to the individual.

7.5.8. Person-centered planning may be incorporated into existing service plans or documents already being used by the contractor.

7.6. Staffing

The Contractor agrees to adhere to the following staffing requirements:

7.6.1. Provide sufficient staff to perform all tasks specified in this Agreement. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients and geographic area as identified in this Agreement.

7.6.2. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their

respective positions. This includes keeping up-to-date personnel and training records and documentation of all individuals requiring licenses and/or certifications. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to DHHS within thirty days of approval of the Contract Agreement. The plan shall include but not be limited to:

7.6.3. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;
7.6.4. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;
7.6.5. A description of time frames necessary for obtaining staff replacements;
7.6.6. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience; and
7.6.7. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

7.7. Service Delivery Verification

The following are the performance measure reporting requirements for each service identified in Section 1.

1) Eligibility:
   a) The number of applications for home delivered meals and the number of requests for congregate meals and transportation and
      i) The number and percent of applicants found eligible for each service; and
      ii) The number and percent of applicants found ineligible for each service.
      The contractor will indicate the reasons applicants were found ineligible and what quality improvement activity(ies) is/are to be initiated to address concerns about eligibility.

2) Quality and Appropriateness:
   a) Plans of Care: For home delivered meals the number and percent of individuals' plans of care contain evidence of person-centered planning
      i) The number and percent of individuals who have experienced a safety-related incident or accident which occurs during times of face-to-face contact with the client(s); The number and percent of individuals for whom a report to Adult Protective Services was made.
   b) Experience: The number and percent of individuals surveyed (via telephone, mail, e-mail, or face-to-face) who report their experiences with their services and providers have been satisfactory or better.
   c) The contractor will indicate the reasons why:
      i) For home delivered meals, applicants' plans of care did not include evidence of person-centered planning;
      ii) Applicants experienced safety-related incidents which occurs during times of face-to-face contact with the client(s); Applicants were referred to Adult Protective Services; and
      iii) The number and percent of individuals surveyed who reported their experiences with their services and providers were not satisfactory or better.
   d) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about the quality and appropriateness of care.

3) The Contractor must survey a sample of participants for each contracted service and provide their survey methodology, in writing, to BEAS.

4) Service Delivery
   a) The number of open cases at the end of each reporting period, and
      i) The number and percent of days individuals did not receive a planned service(s) due to the service(s) not being available due to inadequate staffing or other related provider issue or due to lack of transportation, etc.

b) The Contractor will indicate the reasons applicants did not receive their planned services.
c) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about service delivery.

7.8. Reporting Requirements:

Contractors shall complete quarterly reports which will be a pre-defined electronic form supplied by DHHS. The report must be submitted by the 15th of the month following the quarter end. The data will include, but not be limited to the following:

- Expenses by program service provided. Service is defined as Home Delivered Meals, Congregate Meals & Transportation;
- Revenue, by program service provided, by funding source;
- Actual Units served, by program service provided, by funding source;
- Number of unduplicated clients served, by service provided, by funding source;
- Number of Title III and Title XX clients served with non-BEAS funds;
- Unmet need/waiting list; and,
- Lengths of time clients are on a waiting list.

In addition, the Contractor shall complete the Home-Delivered Data Form and the Transportation Data Form two (2) times per year. These forms will be due January 31, 2015 and July 31, 2015. The form will be a pre-defined electronic form supplied by DHHS. The data will include, but not be limited to the following:

For home-delivered meals:

- the number of meals served by client and by town;
- the number of meals served in the aggregate;
- the number of miles related to the delivery of meals in the aggregate.

For transportation:

- the number of clients served by town and in the aggregate;
- the number of miles in the aggregate;
- the nature of the transportation. Nature is defined as Medical appointment, shopping, etc...;
- the occupancy rate per vehicle.

7.9. Client Fees and Donations

7.9.1. Title III Services

Except as provided in paragraph 7.9.3, the NH Administrative Rule He-E 502.12 allows Title III contractors to ask individuals receiving services for a voluntary donation towards the cost of the service and provides guidance for requesting donations. The donation is to be purely voluntary, and no one can be refused services if they are unable or unwilling to donate.

The Contractor is required to report the total amount of collected donations on the quarterly report sent to BEAS Finance.

7.9.2. Title XX Services

The Contractor may charge fees to individuals receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to individuals seeking services. The Contractor shall comply with the New Hampshire Administrative Rule He-E 501 when establishing and charging fees to individuals. In addition, the Contractor is required to report on the total amount of fees/income received for Title XX Services on the quarterly report sent to BEAS Finance.

Contractors Initials: [illegible]
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7.9.2.1. The Contractor providing Title XX services may charge fees to clients referred by APS staff for whom reports of abuse, neglect, self-neglect and/or exploitation have not been founded. The Contractor is required to include the total amount of fees/income received for Title XX services, referred by APS staff, with the total amount of fees/income reported for Title XX Services, listed above, on the quarterly report sent to BEAS Finance.

7.9.3. Adult Protective Services

Under RSA 161-F: 42 et seq. BEAS provides protective services to incapacitated adults to prevent neglect, abuse or exploitation. When BEAS determines that an individual needs protective services as described in the Adult Protection Program NH Administrative Rules (He-E 700), the Contractor agrees that the payment received from BEAS for the specified services is payment in full for those services, and the provider agrees to refrain from making any attempt to secure additional reimbursement of any type from the individual for those services. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons in need of protective services.

7.9.3.2. Agencies providing Title III and/or Title XX services may not charge fees or ask donations from clients referred by the DHHS Adult Protective Services (APS) Program as long as these individuals remain active recipients of adult protective services as verified by Adult Protective Services staff.

7.10. Adult Protective Services

The Contractor will report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law.
The Contractor shall make a good faith effort to assure the provision of some level of services to those persons who the Department refers to the contracted agency and identifies the client in in need of protective services.
The Contractor shall follow the plan of care established by the APS social worker.
The contractor is expected to inform the referring APS staff of any changes in the individual's situation or other concerns, and the APS staffs are expected to inform the contractor of any information that may affect service provision.

7.11. E-Studio Electronic Information System

The Contractor shall be required to use BEAS' E-Studio electronic information system. E-Studio is BEAS' primary vehicle for uploading important information concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information. Contractor shall identify all of the key personnel who need to have E-Studio accounts to ensure that information from BEAS can be shared with the necessary agency staff. There is no cost to the contractor for BEAS to create an E-Studio account and no limit on the number of staff an agency identifies to have access to E-Studio. Contractor shall ensure that their E-Studio account(s) are kept current and that BEAS is notified when a staff member is no longer working in the program so his/her account can be terminated.

7.12. Criminal Background and Adult Protective Service Registry Checks

The contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services are required to complete a BEAS State Registry check before the staff member or volunteer begins providing services. In addition, all agency staff must undergo a NH Criminal Records Background check.

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7.12.1. Contractor shall conduct a New Hampshire criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact.

7.12.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49, which require the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry.

7.13. Grievance and Appeals

The Contractor must maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and staff. The Contractor shall have grievance system in place that includes a grievance process and any grievances filed are to be available to DHHS upon request. At a minimum the process shall include the following:

a) Client name,
b) type of service,
c) date of written grievance,
d) nature/subject of the grievance,
e) who in the agency reconsiders agency decisions,
f) what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.

7.14. Privacy and Security of Client Information

DHHS is the designated owner of all data and shall approve all access to that data. The Contractor shall not have ownership of State data at any time. The Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law. Privacy policy statements may be developed and amended from time to time by the State and will be appropriately displayed on the State portal. The Contractor shall provide sufficient security to protect the State and DHHS data in network, transit, storage and cache. In the event of breach, the contractor shall notify the Department within one day from the date of breach.

7.15. Culturally and Linguistically Appropriate Standards of Care

The Contractor shall ensure equal access to quality services under this contract by providing culturally and linguistically appropriate services according to the following guidelines:

- Assess the ethnic/cultural needs, resources and assets of their community.
- Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment or to those with disabilities.
- When feasible and appropriate, provide clients of minimal English skills with interpretation services.
- Offer clients a forum through which they have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may require a response.
- When feasible and appropriate, identify communication access needs for clients who may be deaf or hard of hearing, and/or have vision or speech impairment and develop an individual communication plan for clients to receive services.

7.16. Wait Lists

7.16.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. The contract agency shall maintain a wait list in accordance with NH Administrative Rules He-E 501 and 502 when funding or resources are not available to provide the requested services. A wait list includes at a minimum:

a) Each contract agency shall include the following information on its wait list:
   i) The individual's full name and date of birth;
   ii) The name of the service being requested;
   iii) The date upon which the individual applied for services which shall be the date the application was receive by the contract agency or BEAS;
   iv) The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
   v) The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services;
   vi) The individual's assigned priority on the wait list, determined in accordance with (b) below;
   vii) A brief description of the individual's circumstances and the services he or she needs.
b) The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
   i) Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
   ii) Declining mental or physical health of the caregiver;
   iii) Declining mental or physical health of the individual;
   iv) Individual has no respite services while living with a caregiver; and
   v) Length of time on the wait list.
   vi) When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.
   vii) Individuals who are being served under protective services RSA 161-F: 42-57 shall be given priority status on the waitlist and in accordance with He-E 501.14 (f) and He-E 502.13.
   viii) Individuals with adult protective needs in accordance with RSA 161-F: 42-57 shall be exempt from the wait list.
c) When an individual is placed on the wait list, the contract agency shall notify the individual in writing
d) The wait list must be maintained during the contract period and available to BEAS upon request.

7.17. Notice of Failure to meet Service Obligations

1) In the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date, the Contractor shall give at least a ninety (90) day prior written notice addressed to the Bureau Director, Bureau of Elderly and Adult Services, of such in ability to meet service obligations.
2) Examples of failure to meet service obligations may include, but are not limited to:
   a) Reducing hours of operation
   b) Changing a geographic service area
   c) Closing or opening a site
3) The written notification shall include the following:
   a) The reasons for the inability to deliver services;
   b) How service recipients and the community will be impacted if the contractor is unable to provide services
   c) How service recipients and the community will be notified; and
   d) The Contractor's plan to transition clients into other services or refer the clients to other agencies.
4) The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:
   a) Service(s) are terminated or planned to be terminated prior to the termination date of the contract;

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b)The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State;
c)The Contractor terminates a services or services for any reason;
d)The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

7.18. Transition Process

The Contractor shall have a transition process for clients in the event that they maybe transitioned between DHHS contracted providers and shall submit their written transition process to DHHS within thirty days of approval of the Contract Agreement. The process shall ensure

a) Uninterrupted delivery of services for clients;
b) A method of notifying clients and/or the community about the transition. A staff member shall be available to address questions about the transition.

7.19. Compliance with Laws and Regulations

Services and Administration of the program services shall be provided in accordance with the applicable federal and state laws, Title III and Title XX rules, policies and regulations adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.

7.20. Contract Monitoring

The Contractor shall:

7.20.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.

7.20.2. Ensure the Department is provided with access that includes but is not limited to:

a) Data
b) Financial records
c) Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
d) Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
e) Scheduled phone access to Contractor principals and staff
f) Timely unscheduled phone response by Contractor principals and staff.

7.21. Financial Integrity Maintenance

7.21.1. Financial Reporting Requirements: In addition to the requirement for Contractor to provide annual audited financial statements, the Contractor agrees to provide quarterly to the State, interim Balance Sheet and Profit and Loss Statements for the Contractor to including separate statements for related parties. All statements must be certified by an officer of the reporting entity.

7.21.2. Corrective Action and or Termination: If after review of the contractor submitted information, and based on the following risk assessment, the State at its sole discretion, the State may:
1. Require a corrective action plan for identified deficiencies, or
2. Terminate the contract for reasons of risk to continued operation, services, or deliverables as required by the terms of the contract.

7.21.3. Absence of Risk Conditional Termination: This section does not negate any rights the State may have relative to the contract.

7.21.4. Risk Assessment Process:

Contractors Initials: DHB BD
Date: ~~5/14/14~~ 5/16/14

The State will analyze the financial information provided by Contractor. Such analysis will include calculation of the ratios set forth in Table A. The weighted average of the ratios is used to calculate a risk score as follows:

- Low Risk 70% and Above
- Moderate Risk From 26% to 69%
- High Risk 25% and Below

7.21.5. Weighted Average: The process for the scoring is

1. Calculate the individual ratio for the Contractor
2. Divide Contractor ratio by the benchmark to determine percentage above or below benchmark
3. Multiply Contractor percentage by "Percentage Weight of Risk Score"
4. Add the scores for the ratios as determined for each ratio in Steps 1 to 3.

7.21.6. The State will provide, upon request, the Risk calculations for the Contractor.

Table A - Risk Analysis Assessment Ratios Matrix

Category	*Name of Ratio*	*Description*	*How it is Calculated*	*What the Ratio Measures*	*Benchmark*	*Percentage of Total Risk Assessment*
Liquidity	Current Ratio	This ratio compares the Current Assets with the Current Liabilities.	CURRENT ASSETS / CURRENT LIABILITIES	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a ratio, and represents 15% of the total risk assessment value.	1.0:1	10.0%
Liquidity	Days Expense in Working Capital	This ratio calculates the number of day's expense that the working capital can support.	(CURRENT ASSETS - CURRENT LIAB) / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed in "number of days" and represents 15% of the total risk assessment value.	30	10.0%

Contractors Initials: DHO
Date: ~~5/14/14~~ 5/16/14

Table A - Risk Analysis Assessment Ratios Matrix						
Category	***Name of Ratio***	***Description***	***How it is Calculated***	***What the Ratio Measures***	***Benchmark***	***Percentage of Total Risk Assessment***
Liquidity	Days of Revenue In Accounts Receivable	This ratio calculates the number of days of revenue that are in accounts receivable.	(ACCOUNTS RECEIVABLE) / (REVENUE/365)	This ratio measures the performance of the accounts receivable function and the timeliness of revenue collection. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in days.	30	10.0%
Operating Results	Return on Equity	This ratio is a representation of the increase or decrease in net assets from the prior year.	INCREASE IN NET ASSETS / NET ASSETS	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Operating Results	Operation Income to Revenue	This ratio compares the current year's operating income with the current year's revenue.	OPERATING INCOME / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	3%	10.0%

Contractors Initials: BHO
Date: 5/16/14

Table A - Risk Analysis Assessment Ratios Matrix						
Category	***Name of Ratio***	***Description***	***How it is Calculated***	***What the Ratio Measures***	***Benchmark***	***Percentage of Total Risk Assessment***
Operating Results	Cash Flow % of Revenue	This ratio calculates the company's cash flow as a percentage of revenue.	(INCREASE IN NET ASSETS + DEPRECIATION) / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	2%	10.0%
Leverage	Debt to Equity	This ratio compares total debt to equity.	(TOTAL ASSETS - NET ASSETS)/NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a ratio and represents 5% of the total risk assessment value.	0.7:1	5.0%
Leverage	Long Term Debt to Equity	This ratio compares long term debt to equity.	LONG TERM DEBT / NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 5% of the total risk assessment value.	100%	5.0%
Leverage	Debt Ratio	This ratio compares total debt to total assets.	(TOTAL ASSETS - NET ASSETS)/TOTAL ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk	50%	10.0%

Contractors Initials: BAS
Date: 5/6/14

Table A - Risk Analysis Assessment Ratios Matrix						
Category	*Name of Ratio*	*Description*	*How it is Calculated*	*What the Ratio Measures*	*Benchmark*	*Percentage of Total Risk Assessment*
				assessment value.		
Reserves	Cash Flow to Total Debt	This ratio compares cash flow to total debt.	(OP. SURPLUS + DEPRECIATION) / (TOTAL ASSETS - NET ASSETS)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Reserves	Days Expense in Available Net Assets	This ratio calculates the number of day's expense that the net assets of the company can support.	NET ASSETS / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in "number of days" and this represents 10% of the total risk assessment value.	90	10.0%
						100.0%

7.22. Agreement Elements

The Agreement between the parties shall consist of the following: General Provisions (P-37), Exhibit A Scope of Services, Exhibit A-1 Geographic Area, Exhibit A-2 Congregate Meal Sites, Exhibit B Method and Conditions Precedent to Payment, Exhibits B-1, B-2 and B-3, Exhibit C Special Provisions, Exhibit C-1 Additional Special Provisions, Exhibit D Certification Regarding Drug-Free Workplace, Exhibit E Certification Regarding Lobbying, Exhibit F Certification Regarding Debarment, Suspension and Other Responsibility Matters, Exhibit G Certification Regarding the American's With Disabilities Act Compliance, Exhibit H Certification Regarding Environmental Tobacco Smoke, Exhibit I Health Insurance Portability and Accountability Act Business Associate Agreement, Exhibit J Certification Regarding The Federal Funding Accountability and Transparency Act Compliance. In the event of any conflict or contradiction between or among the Agreement documents, the documents shall control in the above order of precedence.

Contractors Initials: BHB
Date: 5/14/14

Exhibit A-1
July 1, 2014 through June 30, 2015

GEOGRAPHIC AREA FORM

Contractor's name: Community Alliance of Human Services

RFP #: 14-DHHS-DCBCS-BEAS-05

Name of Service	County/Counties	Towns/Cities where Services will be offered
Transportation Services	Sullivan	All

Contractors Initials: BHD
Date: 5/16/14

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions (P-37) of this Agreement for the services provided by the Contractor pursuant to Exhibit A, Scope of Services and for the period beginning July 1, 2014 or the date of G&C approval, whichever is later. The completion date of this contract shall be June 30, 2015, block 1.7 of the P-37.

2. Service(s) provided in this Agreement: The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A, Paragraph 5. The following terms and conditions detailed below in this Exhibit B shall apply to all services unless expressly stated otherwise.

3. Payment for contracted services will be made up to the total maximum allowable funding identified in Column D of Exhibits B-1 and B-3, and Column C of Exhibit B-2 and based on the following reimbursement rates:

   3.1. $4.85 per home delivered meal
   3.2. $5.50 per congregate meal
   3.3. $8.75 per person per day for Transportation Services
   3.4. .30 cents per mile

4. The General provisions (P-37) Section 1.6 Account Numbers for funding under this contract including identification of the funding source (name of Grantor and Catalog of Federal Domestic Assistance (CFDA) number) are as follows:

Service	Funding Name	Funding Source	CFDA #	State of NH Account Number
Transportation	Special Programs for the Aging- Title IIIB	ACL	93.044	05-95-48-481010-78720000-512-500352
Nutrition Services	Special Programs for the Aging- Title IIIC	ACL	93.045	05-95-48-481010-78720000-541-500383
Nutrition Services: Home Delivered Meals	Social Services Block Grant- Title XX	U.S. Dept of Health & Human Services	93.667	05-95-48-481010-92550000-544-500386

5. Notwithstanding paragraph 18 of the P-37, an amendment limited to the terms of Exhibit B-1, B-2, and B-3 to transfer the amount of units from one service to another can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

6. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT).

7. The DHHS may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in

Contractor Initials
Date 5/14/14

accordance with the requirements and scope of services in Exhibit A; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.

8. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of required reports, or Contractor Site Review Reports, the State may review all units served to clients and number of miles per client incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any units served to clients and number of miles per client incurred that are not determined to be allowable or are determined to be served to ineligible clients and shall, by written notice specifying the disallowed costs, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs.

9. Form Submission:
Prior to submittal of an invoice for the following Title III funded services: Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

Prior to submittal of an invoice for Title XX Meals the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.

10. Invoice Submission:

10.1. Meals

Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual meals served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual meals served during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.

10.1.1. Meals Mileage

Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Contract Service Authorization Form (#3502) and Meal and Mileage Invoices shall be sent to:
NH Department of Health and Human Services
Data Management Unit
129 Pleasant St, P.O. Box 2000
Concord, NH 03301

10.2. Title III Transportation:
The Contractor shall complete and submit a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served (unit being per client, per day) during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit. In addition, the Contractor shall complete a monthly transportation form. The form will be a predefined electronic form supplied by DHHS.

10.2.1. Title III Transportation Mileage
The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title III Transportation and Mileage invoices and the monthly transportation form shall be submitted to:
Financial Management
DHHS Bureau of Elderly and Adult Services
129 Pleasant St, Brown Building
Concord NH 03301

10.3. Contractor will have forty-five (45) days from the end of the contract period to submit final invoices to the Department for payment. Any adjustments made to a prior invoice, during these forty-five (45) days, will need to be accompanied by supporting documentation.

10.4. The DHHS will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.

10.5. The Contractor shall submit to DHHS the subcontractor's budget for review and approval. The Contractor shall submit to DHHS copies of their subcontractor's invoices for actual units served to clients and number of miles per client that support the requests for reimbursement, upon DHHS request.

Exhibit B-1
Transportation Services
July 1, 2014 through June 30, 2015

COMMUNITY ALLIANCE OF HUMAN SERVICES			
Col. A	Col. B	Col. C	Col. D
Funding	Projected Number of Clients	Projected Number of Miles	Total Maximum Amount Allowed By Funding
Title III B	2,500	150,000	$ 66,875.00

Contractors Initials: BAB
Date: 5/16/14

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party fundors for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party fundors, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to

subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function

16.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate

16.3. Monitor the subcontractor's performance on an ongoing basis

16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

16.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.

   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. **Contract Extension:** The Department reserves the right to extend the completion date of the contract for up to two years to be exercised by mutual agreements by the parties, upon availability of funding, acceptable performance of the Statement of Work, and subsequent approval by the Governor and Executive Council.

4. **CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS:**

   4.1 This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L.112–239) and FAR 3.908.

Contractors Initials: BHB
Date: 5/16/14

4.2 The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

4.3 The Contractor shall insert the substance of this clause, including this paragraph (4.3), in all subcontracts over the simplified acquisition threshold.

5. Subparagraph 14.1.1 of the General Provisions of this contract is deleted and the following subparagraph is added:

14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $1,000,000 per occurrence and excess/umbrella liability coverage in the amount of $1,000,000 per occurrence; and

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   1.2. Establishing an ongoing drug-free awareness program to inform employees about
      1.2.1. The dangers of drug abuse in the workplace;
      1.2.2. The grantee's policy of maintaining a drug-free workplace;
      1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
      1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
      1.4.1. Abide by the terms of the statement; and
      1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
   1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name: Community Alliance of Human Services

5/16/14
Date

Barbara H Brill
Name: Barbara H Brill
Title: Executive Director

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor Name:
Community Alliance of Human Svcs

5/16/14
Date

Barbara H Brill
Name: Barbara H Brill
Title: Executive Director

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Community Alliance of Human Services

5/16/14
Date

Barbara H Bull
Name: Barbara H Bull
Title: Executive Director

CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Contractor Name: Community Alliance of Human Services

5/16/14
Date

Barbara H Brill
Name: Barbara H Brill
Title: Executive Director

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Nutrition and Transportation Contract

This second Amendment to the Nutrition and Transportation contract (hereinafter referred to as "Amendment #2") dated April 14, 2016, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Easter Seals New Hampshire, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 555 Auburn Street, Manchester, NH, 03103.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 18, 2014 (Item #109) (hereinafter referred to as the "Contract"), and amended by an agreement (Amendment #1) approved on June 10, 2015 (Item #21) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Department and the Contractor agree to change the per person per day transportation rate and per mile rate within the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #2, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.

2. Replace Exhibit B Amendment #1, Section 3 as follows:

    3. The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A Amendment #1, Paragraph 5, according to the following reimbursement rates:

Reimbursement Rates	Unit Types
$9.32	Per Person per day for Transportation Services
$.54	Per mile

Contractor Initials: _____
Date: 4/19/16

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/18/16
Date

NAME Marilee Nihan, MBA
TITLE Deputy Commissioner

Easter Seals New Hampshire, Inc.

4/19/2016
Date

NAME Elin Treanor
TITLE CFO

Acknowledgement:
State of New Hampshire, County of Hillsborough on 4/19/16, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Cynthia Ross
Name and Title of Notary or Justice of the Peace

CYNTHIA ROSS, Notary Public
My Commission Expires March 12, 2019

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/23/16
Date

Name: Megan Yeaton
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Easter Seals New Hampshire, Inc. is a New Hampshire nonprofit corporation formed November 6, 1967. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 13th day of April A.D. 2016

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, BETTY BURKE, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of EASTER SEALS NH, INC.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on APRIL 13, 2016:
(Date)

RESOLVED: That the CHIEF FINANCIAL OFFICER
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 19th day of APRIL, 2016.
(Date Contract Signed)

4. ERIN TREANOR is the duly elected CHIEF FINANCIAL OFFICER
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Betty Burke
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 19th day of April, 2016,

By Betty Burke.
(Name of Elected Officer of the Agency)

Wendy M. Baeler
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 10/15/19

Client#: 497072 EASTESEA7

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/20/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	PHONE (A/C, No, Ext): 855 874-0123	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Philadelphia Insurance Company	23850
INSURED Easter Seals NH, Inc. 555 Auburn Street Manchester, NH 03103	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X	X	PHPK1381711	09/01/2015	09/01/2016	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$5,000
	X Professional Liab						PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$3,000,000
	POLICY PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY			PHPK1381711	09/01/2015	09/01/2016	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			PHUB511851	09/01/2015	09/01/2016	EACH OCCURRENCE	$15,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$15,000,000
	DED X RETENTION $ $10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	EDP			PHPK1381711	09/01/2015	09/01/2016	$2,219,050 $500 Deductible Special Form Incl Theft	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Supplemental Names:Easter Seals ME, Inc., STS, Inc., Agency Realty, Inc., Easter Seals Rhode Island, Inc., Manchester Alcohol Rehabilitation Center, Inc., dba The Farnum Center, Easter Seals VT, Inc.,- The General Liability policy includes a Blanket Automatic Additional Insured Endorsement that provides Additional Insured and a Blanket Waiver of Subrogation status to the Certificate Holder, only when there is a written contract or written agreement between the named insured and the certificate holder that requires (See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
NH Department of Health and Human Services 129 Pleasant Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE E. Gould Jr.

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DESCRIPTIONS (Continued from Page 1)

such status, and only with regard to the above referenced on behalf of the named insured. The General Liability policy contains a special endorsement with "Primary and Non-Contributory" wording.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/28/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Producer HOUSE
Hays Companies 133 Federal Street, 2nd Floor Boston MA 02110	PHONE (A/C, No, Ext): (617)723-7775 FAX (A/C, No): E-MAIL ADDRESS:
INSURED	**INSURER(S) AFFORDING COVERAGE** — **NAIC #**
Easter Seals New Hampshire,Inc 555 Auburn Street Manchester NH 03103	INSURER A: United States Fire Insurance — 21113 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 16-17 WC **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
	OTHER							$
	AUTOMOBILE LIABILITY ☐ ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per person)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			406-7196831	1/1/2016	1/1/2017	X PER STATUTE ☐ OTH-ER	
							E L EACH ACCIDENT	$ 1,000,000
							E L DISEASE - EA EMPLOYEE	$ 1,000,000
							E L DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance

CERTIFICATE HOLDER

Department of Health & Human Services
129 Pleasant St.
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

James Hays/FTHOMA

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Easter Seals New Hampshire, 555 Auburn Street, Manchester, NH 03103
2016 Board of Directors

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Andrew MacWilliam

Past Chairman
Jim Bee

Vice Chairman
Tom Sullivan

Vice Chairman
Charles Goodwin

Treasurer
Matthew Boucher

Assistant Treasurer
Wendell Butcher

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Chairman – Farnum Center
Rob Wieczorek

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Kurt Patten

Pam Telfer

David Goldberg

Bryan Bouchard

Bob Litterst

Barry LaBombarde

Leslie Thompson

General Counsel & Assistant Secretary
(non voting member)
Bradford Cook, Esq.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

SINGLE AUDIT ACT REPORTS

August 31, 2015

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INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

The Board of Directors
Easter Seals New Hampshire, Inc. and Subsidiaries

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the consolidated financial statements of Easter Seals New Hampshire, Inc. and Subsidiaries (Easter Seals NH), which comprise the consolidated statement of financial position as of August 31, 2015, and the related consolidated statements of activities and changes in net assets, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated December 10, 2015.

Internal Control Over Financial Reporting

In planning and performing our audit of the consolidated financial statements, we considered Easter Seals NH's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the consolidated financial statements, but not for the purpose of expressing an opinion on the effectiveness of Easter Seals NH's internal control. Accordingly, we do not express an opinion on the effectiveness of Easter Seals NH's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Easter Seals NH's consolidated financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Baker Newman & Noyes
Limited Liability Company

Manchester, New Hampshire
December 10, 2015

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INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM; REPORT ON INTERNAL CONTROL OVER COMPLIANCE; AND REPORT ON SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS REQUIRED BY OMB CIRCULAR A-133

The Board of Directors
Easter Seals New Hampshire, Inc. and Subsidiaries

Report on Compliance for Each Major Federal Program

We have audited Easter Seals New Hampshire, Inc. and Subsidiaries' (Easter Seals NH) compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of Easter Seals NH's major federal programs for the year ended August 31, 2015. Easter Seals NH's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of Easter Seals NH's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Easter Seals NH's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Easter Seals NH's compliance.

Opinion on Each Major Federal Program

In our opinion, Easter Seals NH complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended August 31, 2015.

The Board of Directors
Easter Seals New Hampshire, Inc. and Subsidiaries

Report on Internal Control Over Compliance

Management of Easter Seals NH is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Easter Seals NH's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Easter Seals NH's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by OMB Circular A-133

We have audited the consolidated financial statements of Easter Seals NH as of and for the year ended August 31, 2015, and have issued our report thereon dated December 10, 2015, which contained an unmodified opinion on those consolidated financial statements. Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by OMB Circular A-133 and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditure of federal awards is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Baker Newman & Noyes
Limited Liability Company

Manchester, New Hampshire
December 10, 2015

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

Year Ended August 31, 2015

Federal Grantor/Pass-Through Grantor/Program Title	Federal CFDA Number	Pass-Through Entity Identifying Number	Total Federal Expenditures
U.S. Department of Agriculture:			
Passed through the New Hampshire Department of Education:			
Child Nutrition Cluster:			
School Breakfast Program	10.553*	02-6000618	$ 10,200
National School Lunch Program	10.555*	02-6000618	160,069
Total Child Nutrition Cluster			170,269
Child and Adult Care Food Program	10.558	02-6000618	257,934
Passed through the New York Department of Education:			
Child Nutrition Program:			
Child and Adult Care Food Program	10.558	14-6013200	117,824
Total U.S. Department of Agriculture			546,027
U.S. Department of Homeland Security			
Passed through Orange County United Way:			
Emergency Food & Shelter National Board Program	97.024	13-5596808	1,688
Total U.S. Department of Homeland Security			1,688
U.S. Department of Housing and Urban Development:			
Passed through the City of Manchester Community Improvement Program:			
CIP Project – Easter Seals (VNA) Child Care	14.218	02-6000517	27,000
Passed through the New York Office of Mental Retardation and Developmental Disabilities:			
Community Development Block / Entitlement Grants	14.218	14-6013200	36,661
Total U.S. Department of Housing and Urban Development			63,661
U.S. Department of Labor:			
Homeless Veteran's Reintegration Program	17.805	N/A	455,755
Homeless Female Veterans/Veterans with Families	17.805	N/A	258,987
Passed through Easter Seals, Inc.:			
Senior Community Service Employment Program	17.235*	36-2171729	2,950,361
Total U.S. Department of Labor			3,665,103

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS (CONTINUED)

Year Ended August 31, 2015

Federal Grantor/Pass-Through Grantor/Program Title	Federal CFDA Number	Pass-Through Entity Identifying Number	Total Federal Expenditures
U.S. Department of Veteran's Affairs:			
Passed through the Harbor Homes Inc.:			
VA Supportive Services for Veteran Families (SSVF)	64.033	02-0351932	$ 237,890
Passed through University of Vermont & State Agriculture:			
VA Supportive Services for Veteran Families	64.033	03-0179440	3,483
Passed through State of Maine Department of Labor:			
Rural Veterans Coordination Pilot	64.038*	01-6000001	196,882
Total U.S. Department of Veteran's Affairs			438,255
Special Education Cluster:			
U.S. Department of Education:			
Passed through the New York Department of Education:			
Excess Teacher Turnover Prevention – Kessler	84.173	14-6013200	3,959
Excess Teacher Turnover Prevention – Preschool	84.173	14-6013200	11,159
Special Education – Grants to States (IDEA 611)	84.027	13-6007162	7,854
	84.027	13-6007110	1,425
	84.027	13-6007117	1,413
	84.027	13-6007100	1,401
	84.027	14-6001632	16,119
	84.027	13-6001639	2,442
	84.027	14-6010769	342
	84.027	13-1888668	6,827
	84.027	13-6400434	81,678
	84.027	13-6007136	1,590
	84.027	14-6001844	9,162
	84.027	14-6001833	1,392
	84.027	14-1815072	10,428
Special Education – Preschool Grants (IDEA 619)	84.173	13-6007162	1,967
	84.173	13-6007110	288
	84.173	13-6007117	394
	84.173	13-6007100	544
	84.173	14-6001632	3,173
	84.173	13-1888668	1,093
	84.173	14-6010769	116
	84.173	13-6400434	14,528
	84.173	14-6001844	408
	84.173	13-6007183	214
Total Special Education Cluster			179,916

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS (CONTINUED)

Year Ended August 31, 2015

Federal Grantor/Pass-Through Grantor/Program Title	Federal CFDA Number	Pass-Through Entity Identifying Number	Total Federal Expenditures
U.S. Department of Health and Human Services:			
Child Care and Development Cluster:			
Passed through the New Hampshire Department of Health and Human Services:			
Child Care and Development Fund	93.596	02-6000618	$ 690,505
Passed through the New Hampshire Department of Children, Youth and Families:			
Child Care and Development Block Grant	93.575	02-6000618	145,574
Child Care and Development Block Grant	93.575	02-6000618	85,593
Child Care and Development Block Grant	93.575	02-6000618	73,873
Child Care and Development Block Grant	93.575	02-6000619	79,613
Total Child Care and Development Cluster			1,075,158
Passed through the Vermont Department of Social and Rehabilitation Services:			
Foster Care – Title IV – E	93.659	03-6000264	241,308
Promoting Safe and Stable Families	93.556	03-6000264	5,171
Independent Living	93.674	03-6000264	80,544
Passed through the Manchester Community Health Center:			
SAMHSA – Project Launch – NH	93.243	02-0458174	55,321
Passed through the New Hampshire Bureau of Elderly and Adult Services:			
Special Programs for the Aging – Title III, Part B – Grants For Supportive Services and Senior Centers	93.044	02-6000618	64,960
Special Programs for the Aging – Title III, Part B – Grants For Supportive Services and Senior Centers	93.044	02-6000618	33,621
National Family Caregiver Support	93.052	02-6000618	31,517
Medicare Improvements for Patients and Providers Act – Beneficiary Outreach and Assistance (MIPPA)	93.071	02-6000618	22,032
Affordable Care Act – Aging and Disability	93.517	02-6000618	75,464
Social Services Block Grant	93.667	02-6000618	42,725
Social Services Block Grant	93.667	02-6000618	10,037
Medical Assistance Program (Medicaid: Title XIX)	93.778*	02-6000618	146,086
CMS Research, Demonstrations and Evaluations	93.779	02-6000618	17,887
Medicare Improvements for Patients and Providers Act – Beneficiary Outreach and Assistance (MIPPA)	93.048	02-6000618	12,193
Centers for Medicare & Medical Services	93.778*	02-6000618	455,976
Passed through the Lakes Region Partnership for Public Health:			
Marketplace Assister Services	93.525	02-6000937	109,054

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS (CONTINUED)

Year Ended August 31, 2015

Federal Grantor/Pass-Through Grantor/Program Title	Federal CFDA Number	Pass-Through Entity Identifying Number	Total Federal Expenditures
Passed through the New Hampshire Division of Public Health Bureau of Community Health Services, Alcohol & Other Drug Treatment Section:			
Substance Abuse Prevention and Treatment Block Grant	93.959	02-6000618	$ 304,858
Substance Abuse Prevention and Treatment Project Grant	93.275	02-6000618	(270)
Passed through the New Hampshire Department of Health and Human Services:			
National Guard Military Operations and Maintenance	12.401	02-6000618	115,149
Division of Public Health Services	93.991	02-6000618	17,385
Division of Community-Based Care Services, Bureau of Community-Based Military Programs	93.778*	02-6000618	430,268
Passed through the New Hampshire Department of Children, Youth and Families:			
After Hours Information & Referral Services for the DCYF System to Individuals & Law Enforcement	93.xxx	02-6000618	16,336
Passed through the Commonwealth of Massachusetts Department of Social Services:			
Temporary Assistance to Needy Families	93.558	04-2523961	385,621
Social Services Block Grant	93.667	04-2523961	229,811
Passed through the State of Connecticut Department of Children & Families, Division of Child Welfare & Early and Middle Childhood:			
Visit Coaching Training	93.556	06-1438676	9,285
Passed through the Rhode Island and Providence Plantations Department of Human Services:			
Early Intervention Part C	84.181	05-6000522	47,846
Total U.S. Department of Health and Human Services			4,035,343
Total Federal Expenditures			$8,929,993

* Major Program

See notes to this schedule.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

Year Ended August 31, 2015

1. Basis of Accounting

The Schedule of Expenditures of Federal Awards is prepared on the accrual basis of accounting. Consequently, expenditures are recognized when the obligation is incurred. The Schedule of Expenditures of Federal Awards does not include matching amounts that Easter Seals NH expends in connection with its federal programs. Easter Seals NH affiliates that received federal awards that are included in the Schedule of Expenditures of Federal Awards include The Harbor Schools Incorporated, Manchester Alcoholism Rehabilitation Center, Easter Seals New York, Inc., Easter Seals Maine, Inc., Easter Seals Rhode Island, Inc. and Easter Seals Vermont, Inc.

2. Categorization of Expenditures

The categorization of expenditures by program included in the Schedule of Expenditures of Federal Awards is based upon the Catalog of Federal Domestic Assistance (CFDA).

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

Year Ended August 31, 2015

SECTION I – Summary of Audit Results

Financial Statements:

Type of auditor's report issued:	*Unmodified opinion*		
Internal control over financial reporting:			
Material weakness(es) identified?	____ yes	X no	
Significant deficiency(ies) that are not considered to be material weaknesses?	____ yes	X none reported	
Noncompliance material to financial statements noted?	____ yes	X no	

Federal Awards:

Internal control over major programs:			
Material weakness(es) identified?	____ yes	X no	
Significant deficiency(ies) that are not considered to be material weaknesses?	____ yes	X none reported	
Type of auditor's report issued on compliance for major programs:	*Unmodified opinion*		
Any audit findings disclosed that are required to be reported in accordance with Section 510(a) of Circular A-133?	____ yes	X no	

Identification of Major Programs:

CFDA #	Name of Federal Program or Cluster
	U.S. Department of Agriculture:
	Passed through the New Hampshire Department of Education:
	Child Nutrition Cluster:
10.553	School Breakfast Program
10.555	National School Lunch Program
	U.S. Department of Labor:
	Passed through Easter Seals, Inc.:
17.235	Senior Community Service Employment Program
	U.S. Department of Veteran's Affairs:
	Passed through State of Maine Department of Labor:
64.038	Rural Veterans Coordination Pilot

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)

Year Ended August 31, 2015

CFDA #	Name of Federal Program or Cluster
	U.S. Department of Health and Human Services:
	Passed through the New Hampshire Bureau of Elderly and Adult Services:
93.778	Medical Assistance Program (Medicaid: Title XIX)
93.778	Centers for Medicare & Medical Services
	Passed through the New Hampshire Department of Health and Human Services:
93.778	Division of Community-Based Care Services, Bureau of Community-Based Military Programs

Dollar threshold used to distinguish between Type A and Type B programs: $300,000

Auditee qualified as low-risk auditee? __X__ yes _____ no

SECTION II – Financial Statement Findings

Findings related to the financial statements which are required to be reported in accordance with GAGAS:

None

SECTION III – Federal Award Findings and Questioned Costs

Findings and questioned costs for federal awards which shall include findings as defined in Section 510(a) of Circular No. A-133:

None

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS

Year Ended August 31, 2015

Finding 2014-1: Debarment, Title XX Adult Day Program

Federal Program Information:

U.S. Department of Health and Human Services: Passed through the New Hampshire Bureau of Elderly and Adult Services: Social Services Block Grant: Title XX Adult Day Program: CFDA #93.667

Criteria or Specific Requirement:

Review of Vendors

Condition:

Easter Seals NH does not actively monitor activity with its vendors to ensure no debarred or suspended vendors are used for services.

Questioned Costs:

None

Context:

Compliance testing

Effect:

Lack of oversight of vendors used.

Cause:

No policy or procedure has been implemented to monitor vendors for suspension or debarment.

Recommendation:

Easter Seals NH should implement a procedure for reviewing vendors for possible debarment or suspension.

Corrective Action Taken:

A policy and procedure was developed and immediately implemented requiring the Accounts Payable staff to look up new vendors on the SAM website before setting them up or making any payments to them. The contract staff is also required to check the status before establishing or renewing any contract. Staff will document that they are checking the website by dating and initialing whatever documentation they received that prompted the check. The Purchasing Director or her designee will review and confirm in writing that these checks have been performed. Accounts Payable/Purchasing staff will prioritize the vendor list and review all vendors Easter Seals NH does business with that have volume greater than $25,000 to ensure none are on the Debarred/Suspended list, and will work with IT to develop a way to monitor the entire vendor file on a monthly or quarterly basis for changes in the status of established vendors, possibly subscribing to a third party service.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS

Year Ended August 31, 2015

Finding 2014-2 Reporting, Title XX Adult Day Program

Federal Program Information:

U.S. Department of Health and Human Services: Passed through the New Hampshire Bureau of Elderly and Adult Services: Social Services Block Grant: Title XX Adult Day Program: CFDA #93.667

Criteria or Specific Requirement:

Documentation Requirement

Condition:

The Bureau of Elderly and Adult Services released a report dated August 29, 2014 indicating that Easter Seals NH was not in compliance regarding documentation surrounding legal directive. It was noted that Easter Seals NH does not maintain documentation regarding legal directive on the person-centered plan of care form as required.

Questioned Costs:

None

Context:

Compliance testing

Effect:

Legal directive documentation is not maintained in the required format.

Cause:

There is no place on the person-centered plan of care form that asks for information regarding legal directive.

Recommendation:

It is recommended that Easter Seals NH adjust the person-centered plan of care form to document information about legal directive.

Corrective Action Taken:

On the Person Centered Care Plan form under "Program Information" we have added the following:

Name of Guardian/DPOA

Is written directive on file?

We will continue to demonstrate applicable directive as evidenced by his/her signature on the document.

Larry J. Gammon
Easter Seals New Hampshire, Inc.
555 Auburn Street
Manchester, NH 03103

Employment

7/88 to Present — President, Chief Executive Officer

A member of Easter Seals National, the Agency is a comprehensive, multi-facility organization with services throughout New Hampshire, Vermont, New York, Maine, Rhode Island, and Connecticut. Employing over 2000 persons, and operating in excess of 100 million dollars, the Agency has services in Vocational, Educational, Residential, Clinical, Medical, Camping/Recreational, Veterans and Substance Abuse. Position reports to the Chairman of the Board of Directors.

6/85 – 7/88 — Executive Vice President
Vice President

8/75 – 6/85 — Deputy Executive Director
Easter Seal Society/Goodwill Industries of New Hampshire/Vermont

In progressive management experiences, guided the Agency's programs through a growth from 1+ million dollar budget, and status as one of the most comprehensive service organizations in the country.

Directly responsible to the Executive Director, later President, for supervision of all professional programs of the comprehensive rehabilitation centers, with CARF accreditation in Audiology, Speech Pathology, Social Adjustment, Physical Restoration and Vocational Adjustment. In addition, the Society operates a large day school for handicapped pupils, 3 work adjustment center/sheltered workshops, a comprehensive camping program, retail sales outlets, and a pupil transportation program of 75 students per day. Duties included, but were not limited to, hiring and supervision of staff, program development, budget development and control, procuring funding, and staffing of various Board committees.

9/71 – 8/75	New Hampshire Easter Seal Society for Crippled Children & Adults, Inc. 870 Hayward St. Manchester, NH 03103 Position: Facilities Director, Easter Seal School Program Development, supervision and recruitment of staff, screening of pupils; developing budget, and securing funding.
9/70 – 7/71	New Hampshire Department of Education Keene Public Schools Keene, NH 03431 Position: Special Education Consultant 1 year study of special education needs of 6 small towns in New Hampshire. Responsible to 6 school boards and the New Hampshire Department of Special Education, Title VI-B Grant.
2/69 – 8/70	Gary Public Schools Gary, IN Position: Teacher, Special Education Classroom teacher, M.R. Summer program for trainable M.R.
9/67 – 1/69	Charlottesville Public Schools Charlottesville, VA Position: Teacher M.R. – Department Chairman Teacher, pre-vocational services, Department Chairman for Junior High age M.R. Director, Summer project (7/68), Title I.

Education

9/62 – 8/66	University of Virginia, Charlottesville, VA B.S. in Special Education, emphasis in Mental Retardation. All undergraduate courses were at the Master's Level. Dean's List, Junior & Senior years.
9/66 –8/67	University of Virginia, Charlottesville, VA 36 hours of Graduate School of Education, emphasis in Administration, Testing & Evaluation and Research. Full time graduate scholarship.

Service

National
Chairman, Board of Trustees, CARF, 1990-1991
Member, Board of Trustees, CARF, 1985-1991
Medders Award, Outstanding Easter Seals Executive, 1995
President, Easter Seals Leadership Association, 1998-2000

Local
Queen City Rotary Club, Member
Serenity Place, Board of Directors
Mayor's Task Force/Senior Services
Hillcrest Terrace, Board of Directors
CEO Council
Dartmouth Hitchcock Medical Center – Assembly of Overseers
YMCA Disability Council

Recognition
Non-Profit Business of the Year, *Business NH Magazine*, 2010
Non-Profit Business of the Year, *Business NH Magazine*, 2005
Non-Profit Business of the Decade, *Business NH Magazine*, 2000
Non-Profit Business of the Year, *Business NH Magazine*, 1994

Susan C. Ryan
Chief Operating Officer, Easter Seals New Hampsire

Core Competencies

- 25 years of exceptional results leading Non-Profit, Healthcare, Insurance, Benefits Administration, IT and Financial Services organizations
- Deep experience in planning and implementing complex cross-functional initiatives, strategic growth and successful change management outcomes in dynamic, fast-paced environments, reengineering processes using Six Sigma and Lean Processes
- Collaborative Operations leader actualizing sustainable outcomes in operations, IT and financial goals while increasing scalability
- Charismatic Leader with strong record of success motivating and mentoring high performing individuals and teams

Experience/Accomplishments

Chief Operating Officer 11/2015-present
Easter Seals NH

- Responsible for executive oversight of all consumer programs including Community Based Services (residential and day), Children's Services (EI, Child Development, Autism etc.), Youth Residential/Education, Farnum/Webster Alcohol & Substance abuse, Seniors Day and Home programs, Veterans Count operations, VT, RI and Maine Child & Family Services programs.
- Act as liaison and advocate between Easter Seals NH and all external stakeholders and partners with whom we collaborate

Vice President, National Operations 1/2014-11/2015
Zenith-American Solutions

- Provide direction to 20 national offices with 300+ employees administering health and welfare programs to 3M members
- Provide strategic thought leadership to meet corporate and client goals, create workflows to improve efficiency
- Designed national metrics and associated collection, analysis and distribution processes

Senior Director, Operations Process Improvement and Training 4/2011-12/2013
The Elliot Health System (EHS), Manchester NH
Elliot Hosp. is a 296-bed acute care facility, 3 Urgent Care Facilities, a Level Two Trauma Center and a network of 350+ primary care and specialty providers.

- Built the health systems first Process Improvement team to serve as internal consultants to clinicians, senior administrators, and stakeholders for managing, evaluating, implementing and communicating the outcomes of key strategic, operational, financial, clinical and quality process improvement projects
- Developed and implemented process improvements and standardization of workflows throughout the EHS. Successfully utilized Six Sigma & Lean Methodologies along with superior project management tools to achieve goals ranging from implementation of Multi-discipline Team Rounding on Med/Surg units, Standardized Scanning of Medical Records, ED to Floor RN handoffs using EPIC SBAR, Adapted BOOST Discharge, Multiple labs process improvements, 10 ED projects ranging from Rapid Assessment to OBs/CDU unit development, numerous Revenue Cycle initiatives to ACO program development and organizational redesigns
- Managed Training team to develop and deliver multi-faceted core content to all EHS staff
- Developed outcome measurement and analytic strategies, identification of key metrics and data sources, and established practical data collection and communication plans

Vice President/Sr. Director- SCO ACO Operations, Network Contracting and Clinical Data Analysis 3/2009-3/2011
United HealthCare, Waltham MA.

- Directed Medicaid and Medicare/Healthplan ACO/Senior Care Options operations, including enrollment/eligibility, patient service/care coordination delivery, compliance and state and federal interfaces
- Executed on provider network development, contracting and servicing for all Massachusetts healthcare providers
- Managed business intelligence teams supplying network management and medical expense reporting and analysis
- Lead Six Sigma initiatives implementing cross-functional Lean Processes resulting in higher quality clinical and business outcomes, multi-million dollar savings & revenue opportunities

Vice President- Process Engineering and Operations Design
Fidelity Investments, NH & MA 11/2005-3/2009

- Evolved Enterprise-wide process design, developing methodology, organizational design, metrics, governance tools and tactical execution plans increasing speed to market, decreasing cost per participant and improving product line profitability by 10%
- Identified faulty/missing organizational and enabling IT structures across the company; implemented corporate wide Six Sigma process improvements resulting in resource cost avoidance and improved straight through processing
- Transformed Quality Assurance by flattening roles and increasing reusable work processes. Resulted in 20% headcount reduction, decreased cycle time 30% and increased quality execution for products including Health & Welfare, Payroll, Talent Management, Defined Benefits and Defined Contribution products

Director of Physician Operations and Information Technology 1/2002-11/2005
Foundation Medical Partners at Southern NH Medical Center, Nashua, NH

- Accountable for $10 million multi-specialty Physician operations P&L, increasing revenue by 10% while decreasing operational budgets by 5%
- Provided leadership and mentoring to more than 30 multi-specialty physicians and 12 multi-site Practice Managers and associated staff.
- Expedited selection and on-time, on-budget implementation of 200 user, multi-site Practice Management & Electronic Billing system resulting in improved revenue of more than $1M within the first year post implementation
- Led the selection and ongoing implementation of a 350 user, multi-site application and wireless technology to provide Electronic Health Records (EHR/EMR) throughout the continuum of care within a Health System comprised of a 200-bed hospital, 150+ medical providers in 38 multi-specialty practices
- Selected and deployed Dragon Voice Recognition technology for dictation/ transcription for medical providers resulting in $10,000 in annual savings per medical provider

Vice President, Professional Services 11/1999-11/2001
Workscape, Framingham, MA.

- Designed and managed 100 person Product Implementation Teams and corporate Project Management Office delivering 90% of IT projects on time, scope and budget
- Instituted cross-functional workgroups with Sales, Product development, QA, PM and Implementation resulting in high-functioning teams requiring fewer members while instituting margin-increasing, repeatable best practices
- Responsible for top 5 strategic client base, including General Motors and Daimler Chrysler providing exemplary customer support for enterprise-wide Healthcare portal products servicing over 370,000 participants via an ASP model

Service Delivery Executive (Consultant) 1/1999-11/1999
Keane, Inc., Bedford, NH

- Partnered in strategic planning with CIO, COO and CEOs at key client sites. Specifically targeting NH state government and healthcare organizations for business development, providing executive level expertise focused on opportunity expansion and proposal production
- As Practice Manager for CRM (Customer Relationship Management), developed a sales and service strategy to support the development and integration of CRM into a variety of industries

Executive Director, State of NH 12/1997-1/1999
Community Support Network Inc., Concord, NH

- Creatively challenged the direction of the statewide Board of Directors while reforming and supporting agendas to match strategic plans for $120 million collaborative of 12 non-profit agencies supplying services and support to people with developmental disabilities; financially supported through Medicaid and matching state funded programs
- Provided individual executive mentoring to the 15 member CEO Board to help ensure the institution of their statewide strategic plans

Vice President of Insurance Operations 8/1986-12/1997

Consolidated Group, Inc. / HealthPlan Services, Framingham, MA.

- Developed business units and led staff of 500+ associates located in 6 culturally diverse offices nationwide including HR, Call Centers, Claims Processing, Enrollment and Systems development for Medical, Dental, Life, STD, LTD and specialized gap insurance products
- Conducted due diligence activities for mergers and integration of acquisitions through employee "culturalization" and best practices
- Instituted shared goals, performance metrics and unit cost reporting resulting in 30% savings in operations
- Demonstrated consistent net improvement of 15% annually of all financial and business goals. Led the design and implementation of several leading edge technologies, applications and process improvements, realizing financial and work-process efficiencies of over 40% from previous year
- Led the acquisition of a $550 million block of business while managing the opening of two new sites and closure of two others. Hired and trained over 100 new employees within three months while reducing transaction turnaround time from 4 weeks to 5 days. Dealt with closure issues including relocation of accounts and employee layoffs while providing uninterrupted and high satisfaction customer services
- Incorporated a $35 million block acquisition, including transformation of a new office of 60 employees. In a turnaround move, improved service levels from substandard to exceptional within 60 days while relocating office to a new site

Educational / Affiliations

- BS Organizational Management, Magna Cum Laude, Daniel Webster College
- Masters student-MS Organizational Leadership, Southern NH University
- Certified Six Sigma Black Belt, Proficient in Lean
- Certified Process Master: Dr. Michael Hammers coursework (Prof. MIT)
- Proficient in Word, Excel, PowerPoint, Outlook, Project, Visio and many other IT tools
- Founder, Board Chair and Vocalist with the Bedford Big Band www.BedfordBigBand.com , 1997-2013
- Board of Directors - Girls Inc. NH www.girlsincnewhampshire.org, 2009-2013, Board Chair 2011-2012
- 2013 Woman of Achievement award winner- Girls Inc. National non-profit supplying programs for girls 6-18

Elin Treanor
Easter Seals New Hampshire, Inc.
555 Auburn Street
Manchester, NH 03103

CAREER SUMMARY:

Leadership, management and teamwork involving all business related functions and administration. Major emphasis on providing high quality and cost effective services to customers.

SKILLS & EXPERIENCE:

- Accounting, financial reporting, budgeting, internal controls, auditing, cost reporting, variance analysis, accounts payable, purchasing and payroll
- Cash management, investments, borrowing, banking relationships
- Billing, receivables, collections, funding sources, third party reimbursement
- Insurances, contracts, grants, legal issues
- Policies and procedures development, problem solving
- Financial training and consultation
- Strategic and business planning
- Liaison with Board of Directors and Committees

WORK HISTORY:

2012 – Present	Easter Seals New Hampshire, Inc., Manchester, NH Chief Operating Officer/Chief Financial Officer Oversee all program and fiscal management of multi-corporate, multi-state entity.
1994 – 2012	Easter Seals New Hampshire, Inc., Manchester, NH Senior Vice President & Chief Financial Officer Oversee fiscal management for 100 million-dollar budget size, multi-corporate, multi-state entity. Also, responsible for reception, maintenance, customer service functions.
1988 – 1994	Easter Seal Society of NH, Inc., Manchester, NH Vice President of Finance Responsible for finance functions and information systems agency wide. Instrumental in major financial turnaround from $600,000 deficit in 1988 to $100,000 surplus in 1989 and surpluses every year thereafter.
1984 – 1988	Easter Seal Society of NH, Inc., Manchester, NH Controller Promoted to position with added responsibilities of managing billing function and staff. Converted financial applications to integrated automated systems. Involved in corporate

reorganizations to multiple entities and external corporate mergers and acquisitions.

1982 – 1984	Easter Seal Society of NH, Inc., Manchester, NH Chief Accountant Promoted to supervisory position to manage accounting, payroll, payables, purchasing. Revised budget process, audit work, procedures and monitoring systems.
1981 – 1982	Easter Seal Society of NH, Inc., Manchester, NH Accountant Promoted to take charge of general ledger, reconciliations and financial reporting. Established chart of accounts, fund accounting system and internal controls.
1980 – 1981	Easter Seal Society of NH, Inc., Manchester, NH Internal Auditor Handled accounts payable, cash flow, grant billing and review of general ledger accounts.
1974 – 1980	Marshalls, Peabody, MA Senior Clerk Worked as cashier, customer service representative and bookkeeper, while attending college.

EDUCATION:

1989	New Hampshire College, Hooksett, NH Masters in Business Administration
1980	Bentley College, Waltham, MA Bachelor of Science, Accounting Major
1977	North Shore Community College, Beverly, MA Associates Degree, Accounting Major

SERVICE:

National Easter Seals:
Leader of Northeast Region Chief Financial Officers
Treasurer of Northeast Region Leadership Association
Past Chairman of the Quality Council

FREDERICK THOMAS ROBERGE

EDUCATION

New Hampshire College, Manchester NH
School of Human Services
Bachelor of Science, 1983

Saint Mary's University, Halifax, Nova Scotia
Sociology-Geography Major 1978-1980

WORK EXPERIENCE

Vice President 1997- Present

Easter Seals of NH, ME, NY, RI, VT.
Responsible for Agency Transportation Services. Executive Management Team

Director 1988-1997
Assistant Director 1987-1988
Administrative Assistant/ Dispatcher 1984 – 1987
Driver /Guide/Case Manager 1980 – 1984

Summary:

Management and oversight of community transportation services in NH, ME, NY, VT and RI. Direct oversight of STS which employs 160 staff as Drivers, Monitors, Dispatchers, Mechanics and Maintenance Technicians, Billing/Clerical Support, and Administration, and operates a fleet of over 100 specially equipped vehicles.

RELATED EXPERIENCE

NH State Coordinating Council for Community Transportation 2007-Present -Chair

Governors Commission on Disability 1999- Present

Governors Task Force on Community Transportation 2004-2007

AWARDS

1989, 1992 Presidents Award for Exceptional Service
1990 Manager of the Year, Easter Seals NH
1992 Outstanding Service award presented by NHTA
1993 Exceptional service award American Red Cross
2010 SCC Certificate of Recognition

Contractor Name: Easter Seals NH

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Larry Gammon	President & CEO	$ 352,452	0.00%	$ 0
Susan Ryan	COO	$ 160,000	0.00%	$ 0
Elin Treanor	Chief Financial Officer	$ 240,000	0.00%	$ 0
Frederick Roberge	VP Special Transit Services	$ 110,267	0.00%	$ 0

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Nutrition and Transportation Contract

This first Amendment to the Nutrition and Transportation contract (hereinafter referred to as "Amendment #1") dated April 13, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Easter Seals New Hampshire, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 555 Auburn Street, Manchester, NH, 03103.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 18, 2014 (Item #109) (hereinafter referred to as the "Contract"), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37) and Exhibit C-1 Paragraph 3, the Department reserves the right to extend the completion date of the contract for up to two years to be exercised by mutual agreements by the parties, upon availability of funding, and acceptable performance of the Statement of Work, the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Department and the Contractor agree to extend the completion date by fifteen months, and to increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #1, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.7, Completion Date, by extending the date to September 30, 2016.
3. Amend General Provisions (Form P-37), Block 1.8, Price Limitation, to read: $242,522.50.
4. Amend General Provisions (Form P-37), Block 1.9, Contracting Officer for State Agency to read: Eric Borrin, Director of Contracts and Procurement.
5. Amend General Provisions (Form P-37), Block 1.10, to read: (603) 271-9558.
6. Delete in its entirety Exhibit A, Scope of Services and replace with Exhibit A Amendment #1, Scope of Services.
7. Amend Exhibit A-1 Geographic Area Form by extending the date to September 30, 2016.
8. Delete in its entirety Exhibit B, Method and Conditions Precedent to Payment and replace with Exhibit B Amendment #1, Method and Conditions Precedent to Payment.

Contractor Initials: ET
Date: 4/24/15

9. Add Exhibit B-2

10. Delete in its entirety Standard Exhibit C, Special Provisions and replace with Exhibit C, Special Provisions.

11. Delete in its entirety, Exhibit C-1 Revisions to General Provisions, Section 4.

12. Delete in its entirety, Standard Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.

Contractor Initials: EG
Date: 7/24/2015

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/5/15
Date

Diane Langley
Director

Easter Seals New Hampshire, Inc.

4/24/2015
Date

NAME Elin Treanor
TITLE CFO

Acknowledgement:
State of New Hampshire, County of Hillsborough on April 24 2015, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public ~~or Justice of the Peace~~

Betty R. Burke
Name and Title of Notary or ~~Justice of the Peace~~

BETTY R. BURKE
MY COMMISSION EXPIRES FEB. 6, 2018
NOTARY PUBLIC
NEW HAMPSHIRE

Contractor Initials: ET
Date: 4/24/2015

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/22/15
Date

Name: Megan A. Gaul
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Contractor Initials: ET
Date: 5/29/2015

Scope of Services

1. Purpose:

The contractor shall provide services in this contract to assist eligible people to live as independently as possible in safety and with dignity.

1.1. The services in this contract are intended for individuals who are not already receiving the same or similar services funded through other programs such as, but not limited to: the Medicaid State Plan, any of the Home and Community Based Care Waivers administered by the Department, the Medicaid Program, or services provided through the Veterans Administration.

2. Contract Period:

The commencement date of this contract shall be effective July 1, 2014 or the date of G& C approval, whichever is later. The completion of this contract shall be September 30, 2016.

3. Population:

Services are for individuals who reside in independent living settings and who meet the eligibility criteria as follows:

3.1. Title III

Individuals who are age 60 and older and with the most economic or social needs as described in:

- Older Americans Act as amended, Section 305,(a)(2)(E) and
- Title III Older Americans Act Services: Title IIB- Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, and Title IIID- Disease Prevention and Health Promotion Services, New Hampshire (NH) Administrative Rule He-E 502.

3.2. Title XX 42 USC §1397 et seq.

Individuals who are age 60 and up or ages 18-59 who a have a chronic illness or disability, and who have maximum monthly income in accordance with, the NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX).

4. Geographic Area to be served:

The Contractor shall provide and ensure delivery of the services listed in Paragraph 5 below to all eligible persons in the towns/cities listed in Geographic Area Exhibit A-1. Nothing in this Agreement shall be construed to limit the ability of the Contractor to provide said services to other eligible persons located in a town/city not listed in Exhibit A-1 when the Department requests the contractor to do so or when the contractor receives approval by the Department.

5. Services Provided in this Agreement

5.1. The Contractor will provide the services denoted by an "x" in 5.3 Services Table below, to the population defined in Paragraph 3 above.

5.2. The Contractor will provide the services denoted by an "x" in 5.3 Services Table below, in accordance with that service's applicable laws, rules, regulations, and terms and conditions in this Agreement.

5.3 Services Table			
	Home Delivered Meals Services	Congregate Meals Services	Transportation Services
Program:			
Title III	NA	NA	X
Title XX	NA	NA	NA

NA means the service is not applicable to this contract.

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6. Service descriptions

6.1. Home-Delivered Meals (funded through Titles III and XX) are delivered to a client at his/her home. A client must be homebound and unable to prepare his/her own meals. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the client including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. Providers Contractors must ensure assure that a visual contact is made with each client in his/her home on each day that meals are delivered as an assurance of the individual's safety, with the exception of meals designated as emergency meals or frozen meals which are delivered to clients in advance of anticipated inclement weather conditions or other adverse conditions.

6.2. Home Delivered Meals funded by Title XX shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX) incorporated by reference into this Agreement.

6.3. Home Delivered Meals funded by Title III shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.

6.4. The Contractor agrees to perform the following: receive inquiries and applications; determine eligibility; notify applicants of eligibility; maintain records for each recipient; train staff and volunteers; monitor and evaluate services; maintain financial records; submit reports as requested to the Bureau of Elderly and Adult Services.

6.5. Congregate Meals (Community Dining) (funded through Title III) are provided in community settings, where individuals travel to a designated site to share a meal with other individuals. Advance registration is not required, and individuals register when arriving at the meal site. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the individual including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. The Contractor shall, within 10 days of the contract effective date submit for Department approval their congregate meal site information.

6.6. Congregate Meals funded by Title III shall be provided according to the rules and policies of the Bureau of Elderly and Adult Services (BEAS), including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older Americans Act of 1965 as amended, incorporated by reference into this Agreement.

6.7. Transportation (funded through Title III) provides transport in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization. Title III Transportation services do not include pleasure excursions that charge individuals a fee for participation.

6.8. Transportation services funded by Title III shall be provided according to the rules and policies of BEAS, including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.

6.9. Transportation providers must be in compliance with all applicable Federal and State Department of Transportation and Department of Safety regulations. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500 and inspected in accordance with NH Administrative Rule Saf-C 3200. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing and NH Administrative Rule Saf-C 1800 Commercial drivers licensing, as applicable.

7. Service Compliance Requirements

7.1. Access to Services

7.1.1. Individuals access the services described in this contract through one of two ways. They may apply directly for services to the contractor or be referred to the contractor by the Adult Protective Services Program as a result of a substantiated report of neglect, abuse, or exploitation.

7.1.1.1. Client directly applies for services: The Contractor shall determine eligibility for these services in accordance with the rules and requirements of the Title III and Title XX Programs. The contractor shall determine the eligibility of the individual; and with the exception of Congregate Meals and Transportation, provide written notice of eligibility within 45 days from the date eligibility was determined, indicate what services are to be provided and their frequency, and indicate the beginning and end dates for individual's period of eligibility.

7.1.1.2. Client referred by Adult Protective Services (APS): The contractor does not take an application, determine or redetermine the client's eligibility or issue notifications. The client's case will be managed by the APS staff. The referral will a protective services plan that the APS worker puts into place to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, or exploitation.

7.2. Client Application/Request for Services

The Contractor shall complete an intake and application for services, in accordance with New Hampshire Administrative Rule He-E 500. Title XX Home-Delivered contractors shall use Form 3000 Application provided by DHHS. Title III Home-Delivered Meals contractors may use Form 3000 or a form of their own that includes the same information as the Form 3000. Congregate meals and transportation do not require an application per se but require participants to sign up for the service as a way to request the service. The Contractor submits these signature lists as verification that the service was provided.

7.3. Client Eligibility

7.3.1. The Contractor shall determine eligibility for services and shall be in compliance with both Title III and Title XX requirements regarding eligibility determination, notice of eligibility and the individual's period of eligibility as applicable.

7.3.2. In order for clients to be eligible to receive home-delivered meals through both Title III and Title XX, the client needs to demonstrate that he or she cannot prepare meals and that the individual is:

7.3.2.1. Homebound; or

7.3.2.2. Temporarily homebound due to recovery from illness or injury.

7.3.2.3. In order for clients to be eligible to receive congregate meals and transportation, they must be age 60 or older. They must sign up for these services prior to

receiving them. A written application is not required. Individuals who are less than 60 years of age may receive congregate meals if they are:

(1) The spouses of individuals who accompany them to the meal site;

(2) Individuals providing volunteer services at the congregate meal site during meal hours;

(3) Individuals with disabilities who reside at home with an individual who is receiving Title III services; and

(4) Individuals with disabilities under the age of 60 who are not older individuals, but who reside in housing facilities occupied by older individuals where congregate meals are provided.

7.3.3. Eligibility determination

The Contractor shall submit its policies and procedures for client eligibility determination for services to DHHS for review and approval, within 30 days of the start of each State Fiscal Year.

For Home Delivered Meals:
The Contractor shall provide a written notice of the eligibility decision, for individuals determined to be eligible to receive services, to the individual as soon as possible, but no later than 45 calendar days from the date of determination. This notice shall include:
1)The services to be provided, and when;
2)The eligibility period; and
3)Contact information for the contractor.

If the client is determined to not be eligible for service(s), the notice shall include:
1)The reason(s) for the denial;
2)A statement regarding the right of the individual or his or her authorized representative to request an informal resolution or appeal of the eligibility determination decision.
3)Contact information for requesting an appeal.

7.3.4. Redetermination of Service Eligibility.

The Contractor shall submit its policies and procedures for client eligibility redetermination for services to DHHS for review and approval, within 30 days of start of each State Fiscal Year.

For Home Delivered Meals:
1)The Contractor shall review the individual's service record annually while services are being provided. The review shall be completed within 30 days prior to the anniversary date on which eligibility began.
2)The Contractor shall make a decision to re-certify or terminate the individual's services based on the requirements contained in Title III and Title XX administrative rules and document the decision by making a notation in the individuals' service record.

7.3.5. Termination of Services.

Services shall be terminated when:
1)The individual or his or her authorized representative requests that the services be terminated;
2)The individual no longer meets the eligibility requirements for services;
3)Funding by the State for the service(s) is no longer available;
4)The individual did not reapply for services as required by program rules;
5)The individual has been admitted to a nursing home or residential care facility; or

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6)The individual is deceased.

7.3.6. Service Authorizations for Eligible Clients.
Once the client has been determined eligible to receive home delivered meals and congregate meals services, the contractor shall obtain a service authorization from DHHS in order to be reimbursed from this contract for allowable costs in providing services to that client. Transportation services do not require service authorizations.

7.3.6.1. The Contractor shall submit a completed Form 3502 "Contract Service Authorization-New Authorization" for each client who has been determined eligible to receive home delivered and/or congregate meals services. More than one service may be included on a Form 3502. The completed Form 3502 shall be submitted to:
Bureau of Data Management
129 Pleasant Street
Concord, NH 03301

7.4. Client Assessments

The contractor shall assess the individual's needs and develop written service plans, keep written progress notes; and monitor and adjust service plans to meet the individual's needs in accordance with NH Administrative Rule 500.

7.5. Person centered provision of services

The Contractor agrees to incorporate into its agency's functions, policies, staff-client interactions and in the provision of all services in this Agreement the following Guiding Principles for Person-Centered Planning Philosophy:

7.5.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
- 7.5.1.1. Individual's wishes, values, and beliefs are considered and respected.
- 7.5.1.2. Individual is listened to; needs and concerns are addressed.
- 7.5.1.3. Individual receives the information he/she needs to make informed decisions.

7.5.2. Planning is responsive to the individual. His or her preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.

7.5.3. Services are designed, scheduled, and delivered to best meet the needs and preferences of the individual.

7.5.4. The system is committed to excellence and quality improvement:

7.5.5. Individual rights are affirmed and protected.

7.5.6. Individuals are protected from exploitation, abuse, and neglect.

7.5.7. The service system is accessible, responsive, and accountable to the individual.

7.5.8. Person-centered planning may be incorporated into existing service plans or documents already being used by the contractor.

7.6. Staffing

The Contractor agrees to adhere to the following staffing requirements:

7.6.1. Provide sufficient staff to perform all tasks specified in this Agreement. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients and geographic area as identified in this Agreement.

7.6.2. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their

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respective positions. This includes keeping up-to-date personnel and training records and documentation of all individuals requiring licenses and/or certifications. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to DHHS within thirty days of approval of the Contract Agreement. The plan shall include but not be limited to:

7.6.3. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;
7.6.4. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;
7.6.5. A description of time frames necessary for obtaining staff replacements;
7.6.6. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience; and
7.6.7. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

7.7. Service Delivery Verification

The following are the performance measure reporting requirements for each service identified in Section 1.

1) Eligibility:
   a) The number of applications for home delivered meals and the number of requests for congregate meals and transportation and
      i) The number and percent of applicants found eligible for each service; and
      ii) The number and percent of applicants found ineligible for each service.
      The contractor will indicate the reasons applicants were found ineligible and what quality improvement activities are to be initiated to address concerns about eligibility.

2) Quality and Appropriateness:
   a) Plans of Care: For home delivered meals the number and percent of individuals' plans of care contain evidence of person-centered planning
      i) The number and percent of individuals who have experienced a safety-related incident or accident which occurs during times of face-to-face contact with the client(s); The number and percent of individuals for whom a report to Adult Protective Services was made.
   b) Experience: The number and percent of individuals surveyed (via telephone, mail, e-mail, or face-to-face) who report their experiences with their services and providers have been satisfactory or better.
   c) The contractor will indicate the reasons why:
      i) For home delivered meals, applicants' plans of care did not include evidence of person-centered planning;
      ii) Applicants experienced safety-related incidents which occurs during times of face-to-face contact with the client(s); Applicants were referred to Adult Protective Services; and
      iii) The number and percent of individuals surveyed who reported their experiences with their services and providers were not satisfactory or better.
   d) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about the quality and appropriateness of care.

3) The Contractor must survey a sample of participants for each contracted service and provide their survey methodology, in writing, to BEAS.

4) Service Delivery
   a) The number of open cases at the end of each reporting period, and
      i) The number and percent of days individuals did not receive a planned service(s) due to the service(s) not being available due to inadequate staffing or other related provider issue or due to lack of transportation, etc.

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b) The Contractor will indicate the reasons applicants did not receive their planned services.
c) The Contractor will describe the quality improvement activities to be initiated to address identified concerns about service delivery.

7.8. Reporting Requirements:

7.8. Reporting Requirements:
The Contractor shall complete quarterly reports on a pre-defined electronic form provided by the Department. Quarterly is defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30. The Contractor shall submit the quarterly reports to the Department by October 15, January 15, April 15, and July 15 as applicable to each State Fiscal Year in the contract period. The data will include, but not be limited to the following:

- Expenses by program service provided. Service is defined as Home Delivered Meals, Congregate Meals & Transportation;
- Revenue, by program service provided, by funding source;
- Actual Units served, by program service provided, by funding source;
- Number of unduplicated clients served, by service provided, by funding source;
- Number of Title III and Title XX clients served with non-BEAS funds;
- Unmet need/waiting list; and
- Lengths of time clients are on a waiting list.

In addition, the Contractor shall complete the Home-Delivered Data Form and the Transportation Data Form provided by the Department. The Contractor shall submit the Forms to the Department by January 31 and July 31 as applicable to each State Fiscal Year in the contract period. The data will include, but not be limited to the following:

For home-delivered meals:

- the number of meals served by client and by town;
- the number of meals served in the aggregate; and
- the number of miles related to the delivery of meals in the aggregate.

For transportation:

- the number of clients served by town and in the aggregate;
- the number of miles in the aggregate;
- the nature of the transportation. Nature is defined as medical appointment, shopping, etc...; and
- the occupancy rate per vehicle.

7.9. Client Fees and Donations

7.9.1.Title III Services

Except as provided in paragraph 7.9.3, the NH Administrative Rule He-E 502.12 allows Title III contractors to ask individuals receiving services for a voluntary donation towards the cost of the service and provides guidance for requesting donations. The donation is to be purely voluntary, and no one can be refused services if they are unable or unwilling to donate.

The Contractor is required to report the total amount of collected donations on the quarterly report sent to BEAS Finance.

7.9.2.Title XX Services

The Contractor may charge fees to individuals receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to individuals seeking services. The Contractor shall comply with the New Hampshire Administrative Rule He-E 501 when establishing and charging fees to individuals. In

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addition, the Contractor is required to report on the total amount of fees/income received for Title XX Services on the quarterly report sent to BEAS Finance.

7.9.2.1. The Contractor providing Title XX services may charge fees to clients, referred by APS staff, for whom reports of abuse, neglect, self-neglect and/or exploitation have not been founded. The Contractor is required to include the total amount of fees/income received for Title XX services, referred by APS staff, with the total amount of fees/income reported for Title XX Services, listed above, on the quarterly report sent to BEAS Finance.

7.9.3. Adult Protective Services

Under RSA 161-F: 42 et seq. BEAS provides protective services to incapacitated adults to prevent neglect, abuse or exploitation. When BEAS determines that an individual needs protective services as described in the Adult Protection Program NH Administrative Rules (He-E 700), the Contractor agrees that the payment received from BEAS for the specified services is payment in full for those services, and the provider agrees to refrain from making any attempt to secure additional reimbursement of any type from the individual for those services. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons in need of protective services.

7.9.3.2. Agencies providing Title III and/or Title XX services may not charge fees or ask donations from clients referred by the DHHS Adult Protective Services (APS) Program as long as these individuals remain active recipients of adult protective services as verified by Adult Protective Services staff.

7.10. Adult Protective Services

The Contractor will report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law.
The Contractor shall make a good faith effort to assure the provision of some level of services to those persons who the Department refers to the contracted agency and identifies the client in in need of protective services.
The Contractor shall follow the plan of care established by the APS social worker.
The contractor is expected to inform the referring APS staff of any changes in the individual's situation or other concerns, and the APS staffs are expected to inform the contractor of any information that may affect service provision.

7.11. E-Studio Electronic Information System

The Contractor shall be required to use BEAS' E-Studio electronic information system. E-Studio is BEAS' primary vehicle for uploading important information concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information. Contractor shall identify all of the key personnel who need to have E-Studio accounts to ensure that information from BEAS can be shared with the necessary agency staff. There is no cost to the contractor for BEAS to create an E-Studio account and no limit on the number of staff an agency identifies to have access to E-Studio. Contractor shall ensure that their E-Studio account(s) are kept current and that BEAS is notified when a staff member is no longer working in the program so his/her account can be terminated.

7.12. Criminal Background and Adult Protective Service Registry Checks

The contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services are required to complete a BEAS State Registry check before the staff member or volunteer begins providing services. In addition, all agency staff must undergo a NH Criminal Records Background check.

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7.12.1. Contractor shall conduct a New Hampshire criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact.

7.12.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49, which require the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry.

7.13. Grievance and Appeals

The Contractor must maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and staff. The Contractor shall have grievance system in place that includes a grievance process and any grievances filed are to be available to DHHS upon request. At a minimum the process shall include the following:

a) Client name,
b) type of service,
c) date of written grievance,
d) nature/subject of the grievance,
e) who in the agency reconsiders agency decisions,
f) what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.

7.14. Privacy and Security of Client Information

DHHS is the designated owner of all data and shall approve all access to that data. The Contractor shall not have ownership of State data at any time. The Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law. Privacy policy statements may be developed and amended from time to time by the State and will be appropriately displayed on the State portal. The Contractor shall provide sufficient security to protect the State and DHHS data in network, transit, storage and cache. In the event of breach, the contractor shall notify the Department within one day from the date of breach.

7.15. Culturally and Linguistically Appropriate Standards of Care

The Contractor shall ensure equal access to quality services under this contract by providing culturally and linguistically appropriate services according to the following guidelines:

- Assess the ethnic/cultural needs, resources and assets of their community.
- Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment or to those with disabilities.
- When feasible and appropriate, provide clients of minimal English skills with interpretation services.
- Offer clients a forum through which they have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may require a response.
- When feasible and appropriate, identify communication access needs for clients who may be deaf or hard of hearing, and/or have vision or speech impairment and develop an individual communication plan for clients to receive services.

7.16. Wait Lists

7.16.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. The contract agency shall maintain a wait list in accordance with NH Administrative Rules He-E 501 and 502 when funding or resources are not available to provide the requested services. A wait list includes at a minimum:

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a) Each contract agency shall include the following information on its wait list:
   i) The individual's full name and date of birth;
   ii) The name of the service being requested;
   iii) The date upon which the individual applied for services which shall be the date the application was receive by the contract agency or BEAS;
   iv) The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
   v) The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services;
   vi) The individual's assigned priority on the wait list, determined in accordance with (b) below;
   vii) A brief description of the individual's circumstances and the services he or she needs.
b) The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
   i) Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
   ii) Declining mental or physical health of the caregiver;
   iii) Declining mental or physical health of the individual;
   iv) Individual has no respite services while living with a caregiver; and
   v) Length of time on the wait list.
   vi) When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.
   vii) Individuals who are being served under protective services RSA 161-F: 42-57 shall be given priority status on the waitlist and in accordance with He-E 501.14 (f) and He-E 502.13.
   viii) Individuals with adult protective needs in accordance with RSA 161-F: 42-57 shall be exempt from the wait list.
c) When an individual is placed on the wait list, the contract agency shall notify the individual in writing
d) The wait list must be maintained during the contract period and available to BEAS upon request.

7.17. Notice of Failure to meet Service Obligations

1) In the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date, the Contractor shall give at least a ninety (90) day prior written notice addressed to the Bureau Director, Bureau of Elderly and Adult Services, of such in ability to meet service obligations.
2) Examples of failure to meet service obligations may include, but are not limited to:
   a) Reducing hours of operation
   b) Changing a geographic service area
   c) Closing or opening a site
3) The written notification shall include the following:
   a) The reasons for the inability to deliver services;
   b) How service recipients and the community will be impacted if the contractor is unable to provide services
   c) How service recipients and the community will be notified; and
   d) The Contractor's plan to transition clients into other services or refer the clients to other agencies.
4) The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:
   a) Service(s) are terminated or planned to be terminated prior to the termination date of the contract;

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b) The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State;
c) The Contractor terminates a services or services for any reason;
d) The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

7.18. Transition Process

The Contractor shall have a transition process for clients in the event that they maybe transitioned between DHHS contracted providers and shall submit their written transition process to DHHS within thirty days of approval of the Contract Agreement. The process shall ensure

a) Uninterrupted delivery of services for clients;
b) A method of notifying clients and/or the community about the transition. A staff member shall be available to address questions about the transition.

7.19. Compliance with Laws and Regulations

Services and Administration of the program services shall be provided in accordance with the applicable federal and state laws, Title III and Title XX rules, policies and regulations adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.

7.20. Contract Monitoring

The Contractor shall:

7.20.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.

7.20.2. Ensure the Department is provided with access that includes but is not limited to:

a) Data
b) Financial records
c) Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
d) Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
e) Scheduled phone access to Contractor principals and staff
f) Timely unscheduled phone response by Contractor principals and staff.

7.21. Financial Integrity Maintenance

7.21.1. Financial Reporting Requirements: In addition to the requirement for the Contractor to provide annual audited financial statements, the Contractor will provide to the State quarterly interim Balance Sheet and Profit and Loss Statements for the Contractor including separate statements for related parties. Quarterly is defined as the period of July 1 to September 30, October 1 to December 31, and January 1 to March 31, and April 1 to June 30. The Contractor shall submit the quarterly statements to the Department by October 31, January 31, April 31, and July 31 as applicable to each State Fiscal Year in the contract period. All statements must be certified by an officer of the reporting entity.

7.21.2. Corrective Action and or Termination: If after review of the contractor submitted information, and based on the following risk assessment, the State at its sole discretion, the State may:

1. Require a corrective action plan for identified deficiencies, or
2. Terminate the contract for reasons of risk to continued operation, services, or deliverables as required by the terms of the contract.

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7.21.3. Absence of Risk Conditional Termination: This section does not negate any rights the State may have relative to the contract.

7.21.4. Risk Assessment Process:
The State will analyze the financial information provided by Contractor. Such analysis will include calculation of the ratios set forth in Table A. The weighted average of the ratios is used to calculate a risk score as follows:

- Low Risk 70% and Above
- Moderate Risk From 26% to 69%
- High Risk 25% and Below

7.21.5. Weighted Average: The process for the scoring is

1. Calculate the individual ratio for the Contractor
2. Divide Contractor ratio by the benchmark to determine percentage above or below benchmark
3. Multiply Contractor percentage by "Percentage Weight of Risk Score"
4. Add the scores for the ratios as determined for each ratio in Steps 1 to 3.

7.21.6. The State will provide, upon request, the Risk calculations for the Contractor.

Table A - Risk Analysis Assessment Ratios Matrix

Category	*Name of Ratio*	*Description*	*How it is Calculated*	*What the Ratio Measures*	*Benchmark*	*Percentage of Total Risk Assessment*
Liquidity	Current Ratio	This ratio compares the Current Assets with the Current Liabilities.	CURRENT ASSETS / CURRENT LIABILITIES	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a ratio, and represents 15% of the total risk assessment value.	1.0:1	10.0%
Liquidity	Days Expense in Working Capital	This ratio calculates the number of day's expense that the working capital can support.	(CURRENT ASSETS - CURRENT LIAB) / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed in "number of days" and represents 15% of the total risk assessment value.	30	10.0%

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Table A - Risk Analysis Assessment Ratios Matrix						
Category	***Name of Ratio***	***Description***	***How it is Calculated***	***What the Ratio Measures***	***Benchmark***	***Percentage of Total Risk Assessment***
Liquidity	Days of Revenue In Accounts Receivable	This ratio calculates the number of days of revenue that are in accounts receivable.	(ACCOUNTS RECEIVABLE) / (REVENUE/365)	This ratio measures the performance of the accounts receivable function and the timeliness of revenue collection. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in days.	30	10.0%
Operating Results	Return on Equity	This ratio is a representation of the increase or decrease in net assets from the prior year.	INCREASE IN NET ASSETS / NET ASSETS	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Operating Results	Operation Income to Revenue	This ratio compares the current year's operating income with the current year's revenue.	OPERATING INCOME / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	3%	10.0%

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Table A - Risk Analysis Assessment Ratios Matrix						
Category	***Name of Ratio***	***Description***	***How it is Calculated***	***What the Ratio Measures***	***Benchmark***	***Percentage of Total Risk Assessment***
Operating Results	Cash Flow % of Revenue	This ratio calculates the company's cash flow as a percentage of revenue.	(INCREASE IN NET ASSETS + DEPRECIATION) / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	2%	10.0%
Leverage	Debt to Equity	This ratio compares total debt to equity.	(TOTAL ASSETS - NET ASSETS)/NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a ratio and represents 5% of the total risk assessment value.	0.7:1	5.0%
Leverage	Long Term Debt to Equity	This ratio compares long term debt to equity.	LONG TERM DEBT / NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 5% of the total risk assessment value.	100%	5.0%
Leverage	Debt Ratio	This ratio compares total debt to total assets.	(TOTAL ASSETS - NET ASSETS)/TOTAL ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk	50%	10.0%

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Table A - Risk Analysis Assessment Ratios Matrix						
Category	***Name of Ratio***	***Description***	***How it is Calculated***	***What the Ratio Measures***	***Benchmark***	***Percentage of Total Risk Assessment***
				assessment value.		
Reserves	Cash Flow to Total Debt	This ratio compares cash flow to total debt.	(OP. SURPLUS + DEPRECIATION) / (TOTAL ASSETS - NET ASSETS)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Reserves	Days Expense in Available Net Assets	This ratio calculates the number of day's expense that the net assets of the company can support.	NET ASSETS / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in "number of days" and this represents 10% of the total risk assessment value.	90	10.0%
						100.0%

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Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions (Form P-37) of this Agreement in consideration for the Contractor's compliance with the terms and conditions of this Agreement and for the services provided by the Contractor pursuant to Exhibit A Amendment #1, Scope of Services.

2. The following terms and conditions detailed this Exhibit B Amendment #1 shall apply to all applicable services identified in Exhibit A Amendment #1, Paragraph 5, unless expressly stated otherwise.

3. The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A Amendment #1, Paragraph 5, according to the following reimbursement rates:

Reimbursement Rates	Unit Types
$4.85	Per Home Delivered Meal
$5.50	Per Congregate Meal
$8.75	Per Person per day for Transportation Services
$.30	Per mile

4. Payment for contracted services will be in accordance with Exhibit B-1 and Exhibit B-2.

5. The General provisions (Form P-37) Block 1.6 Account Numbers are as follows:

   - 05-95-48-481010-78720000-512-500352
   - 05-95-48-481010-78720000-541-500383
   - 05-95-48-481010-78720000-544-500386
   - 05-95-48-481010-92550000-544-500386

6. This Contract is funded with federal funds made available under the Catalog of Federal domestic Assistance (CFDA) #'s, for the provision of services pursuant to Exhibit A Amendment #1, Scope of Services as follows:

   - 93.044 United States Department of Health and Human Services, Administration for Community, Living Special Programs for the Aging- Title IIIB
   - 93.045 United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging- Title IIIC-1
   - 93.045 United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging- Title IIIC-2
   - 93.667 United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant- Title XX

   6.1. The Contractor agrees to provide the services in Exhibit A Amendment #1, Scope of Services in compliance with funding requirements.

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7. Notwithstanding paragraph 18 of the General Provisions (Form P-37), an amendment, limited to the terms of Exhibit B-1 and Exhibit B-2, to transfer the amount of units from one service to another can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

8. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT).

9. The DHHS may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in accordance with the requirements and scope of services in Exhibit A Amendment #1; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.

10. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of required reports, or Contractor Site Review Reports, the State may review all units served to clients and number of miles per client incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any units served to clients and number of miles per client incurred that are not determined to be allowable or are determined to be served to ineligible clients and shall, by written notice specifying the disallowed costs, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs.

11. Form Submission:
Prior to submittal of an invoice for the following Title III funded services: Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

Prior to submittal of an invoice for Title XX Meals the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.

12. Invoice Submission:

12.1. Meals

Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual meals served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual meals served during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

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A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.

12.1.1. Meals Mileage

Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Contract Service Authorization Form (#3502) and Meal and Mileage Invoices shall be sent to:
NH Department of Health and Human Services
Data Management Unit
129 Pleasant St, P.O. Box 2000
Concord, NH 03301

12.2. Title III Transportation:

The Contractor shall complete and submit a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served (unit being per client, per day) during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit. In addition, the Contractor shall complete a monthly transportation form. The form will be a predefined electronic form supplied by DHHS.

12.2.1. Title III Transportation Mileage

The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title III Transportation and Mileage invoices and the monthly transportation form shall be submitted to:
Financial Management
DHHS Bureau of Elderly and Adult Services
129 Pleasant St, Brown Building
Concord NH 03301

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12.3. Contractor will have forty-five (45) days from the end of the contract period to submit final invoices to the Department for payment. Any adjustments made to a prior invoice, during these forty-five (45) days, will need to be accompanied by supporting documentation.

12.4. The DHHS will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.

12.5. The Contractor shall submit to DHHS the subcontractor's budget for review and approval. The Contractor shall submit to DHHS copies of their subcontractor's invoices for actual units served to clients and number of miles per client that support the requests for reimbursement, upon DHHS request.

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Date 4/24/2015

Contractor Name:	Easter Seals New Hampshire, Inc.

Period:	7/1/15-6/30/16			7/1/16-9/30/16		
Funding Source and Service	Projected Number of Units	Projected Number of Miles	Total Maximum Amount Allowed by Funding Source	Projected Number of Units	Projected Number of Miles	Total Maximum Amount Allowed by Funding Source
Title IIIB Transportation	6,833	160,000	$107,788.75	1,708	40,000	$26,945.00

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SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

Contractor Initials ET
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19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS
As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

Contractor Initials ET
Date 4/24/2015

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Easter Seals NH, Inc

4/24/2015
Date

Name: Elin Treanor
Title: CFO

Subject: Transportation Services

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		**1.2 State Agency Address** 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Easter Seals New Hampshire, Inc.		**1.4 Contractor Address** 555 Auburn Street Manchester, NH 03103	
1.5 Contractor Phone Number (603) 621-3462	**1.6 Account Number** See Exhibit B	**1.7 Completion Date** June 30, 2015	**1.8 Price Limitation** $107,788.75
1.9 Contracting Officer for State Agency Mary Maggioncalda, Administrator		**1.10 State Agency Telephone Number** 603-271-9096	
1.11 Contractor Signature		**1.12 Name and Title of Contractor Signatory** Elin Treanor, CFO	

1.13 Acknowledgement: State of NH, County of Hillsborough

On 5/15/14 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] Diane L Boulay

1.13.2 Name and Title of Notary or Justice of the Peace

Diane L. Boulay, Notary

DIANE L. BOULAY NOTARY PUBLIC COMMISSION EXPIRES AUG. 14, 2018 NEW HAMPSHIRE

1.14 State Agency Signature	**1.15 Name and Title of State Agency Signatory** Sheri Rockburn Director
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:	Director, On:
1.17 Approval by the Attorney General (Form, Substance and Execution) By:	On: 5/29/14
1.18 Approval by the Governor and Executive Council By:	On:

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials: EG
Date: 5/11/2016

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.
The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $2,000,000 per occurrence; and
14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials: EJ
Date: 5/11/2014

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials: EA
Date: 5/11/2016

Scope of Services

1. Purpose:

The contractor shall provide services in this contract to assist eligible people to live as independently as possible in safety and with dignity.

1.1. The services in this contract are intended for individuals who are not already receiving the same or similar services through one of DHHS' Medicaid Waiver Programs, who are eligible for other NH Medicaid services or who are receiving the same or similar services through the Veterans' Administration.

2. Contract Period:

The commencement date of this contract shall be effective July 1, 2014 or the date of G& C approval, whichever is later. The completion of this contract shall be June 30, 2015.

3. Population:

Services are for individuals who reside in independent living settings and who meet the eligibility criteria as follows:

3.1. Title III

Individuals who are age 60 and older and with the most economic or social needs as described in:

- Older Americans Act as amended, Section 305,(a)(2)(E) and
- Title III Older Americans Act Services: Title IIB- Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, and Title IIID- Disease Prevention and Health Promotion Services, NH Administrative Rule He-E 502.

3.2. Title XX 42 USC §1397 et seq.

Individuals who are age 60 and older or ages 18-59 who have a chronic illness or disability, and a maximum monthly income of $1,194 for calendar year 2014 as described in:

- The Social Services Block Grant (Title XX), NH Administrative Rule He-E 501.

4. Geographic Area to be served:

The Contractor shall provide and ensure delivery of the services listed in Paragraph 5 below to all eligible persons in the towns/cities listed in Geographic Area Exhibit A-1. Nothing in this Agreement shall be construed to limit the ability of the Contractor to provide said services to other eligible persons located in a town/city not listed in Exhibit A-1 when the Department requests the contractor to do so or when the contractor receives approval by the Department.

5. Services Provided in this Agreement

	Services		
	Home Delivered Meals Services	Congregate Meals Services	Transportation Services
Program:			
Title III	na	na	x
Title XX	na	na	na

An "x" denotes that the Contractor shall provide that service to eligible individuals in accordance with all applicable laws, rules, regulations and terms and conditions of this Agreement.

Contractors Initials: EG
Date: 5/11/14

6. Service descriptions

6.1. Home-Delivered Meals (funded through Titles III and XX) are delivered to a client at his/her home. A client must be homebound and unable to prepare his/her own meals. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the client including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. Providers Contractors must ensure assure that a visual contact is made with each client in his/her home on each day that meals are delivered as an assurance of the individual's safety, with the exception of meals designated as emergency meals or frozen meals which are delivered to clients in advance of anticipated inclement weather conditions or other adverse conditions.

6.2. Home Delivered Meals funded by Title XX shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX) incorporated by reference into this Agreement.

6.3. Home Delivered Meals funded by Title III shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.

6.4. The Contractor agrees to perform the following: receive inquiries and applications; determine eligibility; notify applicants of eligibility; maintain records for each recipient; train staff and volunteers; monitor and evaluate services; maintain financial records; submit reports as requested to the Bureau of Elderly and Adult Services.

6.5. Congregate Meals (Community Dining) (funded through Title III) are provided in community settings, where individuals travel to a designated site to share a meal with other individuals. Advance registration is not required, and individuals register when arriving at the meal site. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the individual including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. The Contractor shall provide congregate meals at the locations, hours, and days identified in Exhibit A-2.

6.6. Congregate Meals funded by Title III shall be provided according to the rules and policies of the Bureau of Elderly and Adult Services (BEAS), including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older Americans Act of 1965 as amended, incorporated by reference into this Agreement.

6.7. Transportation (funded through Title III) provides transport in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization. Title III Transportation services do not include pleasure excursions that charge individuals a fee for participation.

6.8. Transportation services funded by Title III shall be provided according to the rules and policies of BEAS, including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.

6.9. Transportation providers must be in compliance with all applicable Federal and State Department of Transportation and Department of Safety regulations. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500 and inspected in accordance with NH Administrative Rule Saf-C 3200. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing and NH Administrative Rule Saf-C 1800 Commercial drivers licensing, as applicable.

7. Service Compliance Requirements

7.1. Access to Services

7.1.1. Individuals access the services described in this contract through one of two ways. They may apply directly for services to the contractor or be referred to the contractor by the Adult Protective Services Program as a result of a substantiated report of neglect, abuse, or exploitation.

7.1.1.1. Client directly applies for services: The Contractor shall determine eligibility for these services in accordance with the rules and requirements of the Title III and Title XX Programs. The contractor shall determine the eligibility of the individual; and with the exception of Congregate Meals and Transportation, provide written notice of eligibility within 45 days from the date eligibility was determined, indicate what services are to be provided and their frequency, and indicate the beginning and end dates for individual's period of eligibility.

7.1.1.2. Client referred by Adult Protective Services (APS): The contractor does not take an application, determine or redetermine the client's eligibility or issue notifications. The client's case will be managed by the APS staff. The referral will a protective services plan that the APS worker puts into place to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, or exploitation.

7.2. Client Application/Request for Services

The Contractor shall complete an intake and application for services, in accordance with New Hampshire Administrative Rule He-E 500. Title XX Home-Delivered contractors shall use Form 3000 Application provided by DHHS. Title III Home-Delivered Meals contractors may use Form 3000 or a form of their own that includes the same information as the Form 3000. Congregate meals and transportation do not require an application per se but require participants to sign up for the service as a way to request the service. The Contractor submits these signature lists as verification that the service was provided.

7.3. Client Eligibility

7.3.1. The Contractor shall determine eligibility for services and shall be in compliance with both Title III and Title XX requirements regarding eligibility determination, notice of eligibility and the individual's period of eligibility as applicable.

7.3.2. In order for clients to be eligible to receive home-delivered meals through both Title III and Title XX, the client needs to demonstrate that he or she cannot prepare meals and that the individual is:

7.3.2.1. Homebound; or

7.3.2.2. Temporarily homebound due to recovery from illness or injury.

7.3.2.3. In order for clients to be eligible to receive congregate meals and transportation, they must be age 60 or older. They must sign up for these services prior to

receiving them. A written application is not required. Individuals who are less than 60 years of age may receive congregate meals if they are:

(1) The spouses of individuals who accompany them to the meal site;

(2) Individuals providing volunteer services at the congregate meal site during meal hours;

(3) Individuals with disabilities who reside at home with an individual who is receiving Title III services; and

(4) Individuals with disabilities under the age of 60 who are not older individuals, but who reside in housing facilities occupied by older individuals where congregate meals are provided.

7.3.3. Eligibility determination

The Contractor shall submit its policies and procedures for client eligibility determination for services to DHHS for review and approval, within 30 days of the start of each State Fiscal Year.

For Home Delivered Meals:
The Contractor shall provide a written notice of the eligibility decision, for individuals determined to be eligible to receive services, to the individual as soon as possible, but no later than 45 calendar days from the date of determination. This notice shall include:
1)The services to be provided, and when;
2)The eligibility period; and
3)Contact information for the contractor.

If the client is determined to not be eligible for service(s), the notice shall include:
1)The reason(s) for the denial;
2)A statement regarding the right of the individual or his or her authorized representative to request an informal resolution or appeal of the eligibility determination decision.
3)Contact information for requesting an appeal.

7.3.4. Redetermination of Service Eligibility.

The Contractor shall submit its policies and procedures for client eligibility redetermination for services to DHHS for review and approval, within 30 days of start of each State Fiscal Year.

For Home Delivered Meals:
1)The Contractor shall review the individual's service record annually while services are being provided. The review shall be completed within 30 days prior to the anniversary date on which eligibility began.
2)The Contractor shall make a decision to re-certify or terminate the individual's services based on the requirements contained in Title III and Title XX administrative rules and document the decision by making a notation in the individuals' service record.

7.3.5. Termination of Services.

Services shall be terminated when:
1)The individual or his or her authorized representative requests that the services be terminated;
2)The individual no longer meets the eligibility requirements for services;
3)Funding by the State for the service(s) is no longer available;
4)The individual did not reapply for services as required by program rules;
5)The individual has been admitted to a nursing home or residential care facility; or

Contractors Initials: EJ
Date: 1/11/2019

6) The individual is deceased.

7.3.6. Service Authorizations for Eligible Clients.
Once the client has been determined eligible to receive home delivered meals and congregate meals services, the contractor shall obtain a service authorization from DHHS in order to be reimbursed from this contract for allowable costs in providing services to that client. Transportation services do not require service authorizations.

7.3.6.1. The Contractor shall submit a completed Form 3502 "Contract Service Authorization-New Authorization" for each client who has been determined eligible to receive home delivered and/or congregate meals services. More than one service may be included on a Form 3502. The completed Form 3502 shall be submitted to:

Bureau of Data Management
129 Pleasant Street
Concord, NH 03301

7.4. Client Assessments

The contractor shall assess the individual's needs and develop written service plans, keep written progress notes; and monitor and adjust service plans to meet the individual's needs in accordance with NH Administrative Rule 500.

7.5. Person centered provision of services

The Contractor agrees to incorporate into its agency's functions, policies, staff-client interactions and in the provision of all services in this Agreement the following Guiding Principles for Person-Centered Planning Philosophy:

7.5.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
- 7.5.1.1. Individual's wishes, values, and beliefs are considered and respected.
- 7.5.1.2. Individual is listened to; needs and concerns are addressed.
- 7.5.1.3. Individual receives the information he/she needs to make informed decisions.

7.5.2. Planning is responsive to the individual. His or her preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.

7.5.3. Services are designed, scheduled, and delivered to best meet the needs and preferences of the individual.

7.5.4. The system is committed to excellence and quality improvement:

7.5.5. Individual rights are affirmed and protected.

7.5.6. Individuals are protected from exploitation, abuse, and neglect.

7.5.7. The service system is accessible, responsive, and accountable to the individual.

7.5.8. Person-centered planning may be incorporated into existing service plans or documents already being used by the contractor.

7.6. Staffing

The Contractor agrees to adhere to the following staffing requirements:

7.6.1. Provide sufficient staff to perform all tasks specified in this Agreement. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients and geographic area as identified in this Agreement.

7.6.2. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their

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respective positions. This includes keeping up-to-date personnel and training records and documentation of all individuals requiring licenses and/or certifications. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to DHHS within thirty days of approval of the Contract Agreement. The plan shall include but not be limited to:

7.6.3. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;

7.6.4. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;

7.6.5. A description of time frames necessary for obtaining staff replacements;

7.6.6. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience; and

7.6.7. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

7.7. Service Delivery Verification

The following are the performance measure reporting requirements for each service identified in Section 1.

1) Eligibility:
   a) The number of applications for home delivered meals and the number of requests for congregate meals and transportation and
      i) The number and percent of applicants found eligible for each service; and
      ii) The number and percent of applicants found ineligible for each service.
      The contractor will indicate the reasons applicants were found ineligible and what quality improvement activity(ies) is/are to be initiated to address concerns about eligibility.

2) Quality and Appropriateness:
   a) Plans of Care: For home delivered meals the number and percent of individuals' plans of care contain evidence of person-centered planning
      i) The number and percent of individuals who have experienced a safety-related incident or accident which occurs during times of face-to-face contact with the client(s); The number and percent of individuals for whom a report to Adult Protective Services was made.
   b) Experience: The number and percent of individuals surveyed (via telephone, mail, e-mail, or face-to-face) who report their experiences with their services and providers have been satisfactory or better.
   c) The contractor will indicate the reasons why:
      i) For home delivered meals, applicants' plans of care did not include evidence of person-centered planning;
      ii) Applicants experienced safety-related incidents which occurs during times of face-to-face contact with the client(s); Applicants were referred to Adult Protective Services; and
      iii) The number and percent of individuals surveyed who reported their experiences with their services and providers were not satisfactory or better.
   d) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about the quality and appropriateness of care.

3) The Contractor must survey a sample of participants for each contracted service and provide their survey methodology, in writing, to BEAS.

4) Service Delivery
   a) The number of open cases at the end of each reporting period, and
      i) The number and percent of days individuals did not receive a planned service(s) due to the service(s) not being available due to inadequate staffing or other related provider issue or due to lack of transportation, etc.

b) The Contractor will indicate the reasons applicants did not receive their planned services.
c) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about service delivery.

7.8. Reporting Requirements:

Contractors shall complete quarterly reports which will be a pre-defined electronic form supplied by DHHS. The report must be submitted by the 15th of the month following the quarter end. The data will include, but not be limited to the following:

- Expenses by program service provided. Service is defined as Home Delivered Meals, Congregate Meals & Transportation;
- Revenue, by program service provided, by funding source;
- Actual Units served, by program service provided, by funding source;
- Number of unduplicated clients served, by service provided, by funding source;
- Number of Title III and Title XX clients served with non-BEAS funds;
- Unmet need/waiting list; and,
- Lengths of time clients are on a waiting list.

In addition, the Contractor shall complete the Home-Delivered Data Form and the Transportation Data Form two (2) times per year. These forms will be due January 31, 2015 and July 31, 2015. The form will be a pre-defined electronic form supplied by DHHS. The data will include, but not be limited to the following:

For home-delivered meals:

- the number of meals served by client and by town;
- the number of meals served in the aggregate;
- the number of miles related to the delivery of meals in the aggregate.

For transportation:

- the number of clients served by town and in the aggregate;
- the number of miles in the aggregate;
- the nature of the transportation. Nature is defined as Medical appointment, shopping, etc...;
- the occupancy rate per vehicle.

7.9. Client Fees and Donations

7.9.1. Title III Services

Except as provided in paragraph 7.9.3, the NH Administrative Rule He-E 502.12 allows Title III contractors to ask individuals receiving services for a voluntary donation towards the cost of the service and provides guidance for requesting donations. The donation is to be purely voluntary, and no one can be refused services if they are unable or unwilling to donate.

The Contractor is required to report the total amount of collected donations on the quarterly report sent to BEAS Finance.

7.9.2. Title XX Services

The Contractor may charge fees to individuals receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to individuals seeking services. The Contractor shall comply with the New Hampshire Administrative Rule He-E 501 when establishing and charging fees to individuals. In addition, the Contractor is required to report on the total amount of fees/income received for Title XX Services on the quarterly report sent to BEAS Finance.

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7.9.2.1. The Contractor providing Title XX services may charge fees to clients referred by APS staff for whom reports of abuse, neglect, self-neglect and/or exploitation have not been founded. The Contractor is required to include the total amount of fees/income received for Title XX services, referred by APS staff, with the total amount of fees/income reported for Title XX Services, listed above, on the quarterly report sent to BEAS Finance.

7.9.3. Adult Protective Services

Under RSA 161-F: 42 et seq. BEAS provides protective services to incapacitated adults to prevent neglect, abuse or exploitation. When BEAS determines that an individual needs protective services as described in the Adult Protection Program NH Administrative Rules (He-E 700), the Contractor agrees that the payment received from BEAS for the specified services is payment in full for those services, and the provider agrees to refrain from making any attempt to secure additional reimbursement of any type from the individual for those services. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons in need of protective services.

7.9.3.2. Agencies providing Title III and/or Title XX services may not charge fees or ask donations from clients referred by the DHHS Adult Protective Services (APS) Program as long as these individuals remain active recipients of adult protective services as verified by Adult Protective Services staff.

7.10. Adult Protective Services

The Contractor will report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law.
The Contractor shall make a good faith effort to assure the provision of some level of services to those persons who the Department refers to the contracted agency and identifies the client in in need of protective services.
The Contractor shall follow the plan of care established by the APS social worker.
The contractor is expected to inform the referring APS staff of any changes in the individual's situation or other concerns, and the APS staffs are expected to inform the contractor of any information that may affect service provision.

7.11. E-Studio Electronic Information System

The Contractor shall be required to use BEAS' E-Studio electronic information system. E-Studio is BEAS' primary vehicle for uploading important information concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information. Contractor shall identify all of the key personnel who need to have E-Studio accounts to ensure that information from BEAS can be shared with the necessary agency staff. There is no cost to the contractor for BEAS to create an E-Studio account and no limit on the number of staff an agency identifies to have access to E-Studio. Contractor shall ensure that their E-Studio account(s) are kept current and that BEAS is notified when a staff member is no longer working in the program so his/her account can be terminated.

7.12. Criminal Background and Adult Protective Service Registry Checks

The contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services are required to complete a BEAS State Registry check before the staff member or volunteer begins providing services. In addition, all agency staff must undergo a NH Criminal Records Background check.

7.12.1. Contractor shall conduct a New Hampshire criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact.

7.12.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49, which require the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry.

7.13. Grievance and Appeals

The Contractor must maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and staff. The Contractor shall have grievance system in place that includes a grievance process and any grievances filed are to be available to DHHS upon request. At a minimum the process shall include the following:

a) Client name,
b) type of service,
c) date of written grievance,
d) nature/subject of the grievance,
e) who in the agency reconsiders agency decisions,
f) what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.

7.14. Privacy and Security of Client Information

DHHS is the designated owner of all data and shall approve all access to that data. The Contractor shall not have ownership of State data at any time. The Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law. Privacy policy statements may be developed and amended from time to time by the State and will be appropriately displayed on the State portal. The Contractor shall provide sufficient security to protect the State and DHHS data in network, transit, storage and cache. In the event of breach, the contractor shall notify the Department within one day from the date of breach.

7.15. Culturally and Linguistically Appropriate Standards of Care

The Contractor shall ensure equal access to quality services under this contract by providing culturally and linguistically appropriate services according to the following guidelines:

- Assess the ethnic/cultural needs, resources and assets of their community.
- Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment or to those with disabilities.
- When feasible and appropriate, provide clients of minimal English skills with interpretation services.
- Offer clients a forum through which they have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may require a response.
- When feasible and appropriate, identify communication access needs for clients who may be deaf or hard of hearing, and/or have vision or speech impairment and develop an individual communication plan for clients to receive services.

7.16. Wait Lists

7.16.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. The contract agency shall maintain a wait list in accordance with NH Administrative Rules He-E 501 and 502 when funding or resources are not available to provide the requested services. A wait list includes at a minimum:

a) Each contract agency shall include the following information on its wait list:
   i) The individual's full name and date of birth;
   ii) The name of the service being requested;
   iii) The date upon which the individual applied for services which shall be the date the application was receive by the contract agency or BEAS;
   iv) The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
   v) The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services;
   vi) The individual's assigned priority on the wait list, determined in accordance with (b) below;
   vii) A brief description of the individual's circumstances and the services he or she needs.
b) The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
   i) Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
   ii) Declining mental or physical health of the caregiver;
   iii) Declining mental or physical health of the individual;
   iv) Individual has no respite services while living with a caregiver; and
   v) Length of time on the wait list.
   vi) When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.
   vii) Individuals who are being served under protective services RSA 161-F: 42-57 shall be given priority status on the waitlist and in accordance with He-E 501.14 (f) and He-E 502.13.
   viii) Individuals with adult protective needs in accordance with RSA 161-F: 42-57 shall be exempt from the wait list.
c) When an individual is placed on the wait list, the contract agency shall notify the individual in writing
d) The wait list must be maintained during the contract period and available to BEAS upon request.

7.17. Notice of Failure to meet Service Obligations

1) In the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date, the Contractor shall give at least a ninety (90) day prior written notice addressed to the Bureau Director, Bureau of Elderly and Adult Services, of such in ability to meet service obligations.
2) Examples of failure to meet service obligations may include, but are not limited to:
   a) Reducing hours of operation
   b) Changing a geographic service area
   c) Closing or opening a site
3) The written notification shall include the following:
   a) The reasons for the inability to deliver services;
   b) How service recipients and the community will be impacted if the contractor is unable to provide services
   c) How service recipients and the community will be notified; and
   d) The Contractor's plan to transition clients into other services or refer the clients to other agencies.
4) The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:
   a) Service(s) are terminated or planned to be terminated prior to the termination date of the contract;

Contractors Initials: EL
Date: 1/17/2014

b) The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State;
c) The Contractor terminates a services or services for any reason;
d) The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

7.18. Transition Process

The Contractor shall have a transition process for clients in the event that they maybe transitioned between DHHS contracted providers and shall submit their written transition process to DHHS within thirty days of approval of the Contract Agreement. The process shall ensure

a) Uninterrupted delivery of services for clients;
b) A method of notifying clients and/or the community about the transition. A staff member shall be available to address questions about the transition.

7.19. Compliance with Laws and Regulations

Services and Administration of the program services shall be provided in accordance with the applicable federal and state laws, Title III and Title XX rules, policies and regulations adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.

7.20. Contract Monitoring

The Contractor shall:

7.20.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.

7.20.2. Ensure the Department is provided with access that includes but is not limited to:

a) Data
b) Financial records
c) Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
d) Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
e) Scheduled phone access to Contractor principals and staff
f) Timely unscheduled phone response by Contractor principals and staff.

7.21. Financial Integrity Maintenance

7.21.1. Financial Reporting Requirements: In addition to the requirement for Contractor to provide annual audited financial statements, the Contractor agrees to provide quarterly to the State, interim Balance Sheet and Profit and Loss Statements for the Contractor to including separate statements for related parties. All statements must be certified by an officer of the reporting entity.

7.21.2. Corrective Action and or Termination: If after review of the contractor submitted information, and based on the following risk assessment, the State at its sole discretion, the State may:

1. Require a corrective action plan for identified deficiencies, or
2. Terminate the contract for reasons of risk to continued operation, services, or deliverables as required by the terms of the contract.

7.21.3. Absence of Risk Conditional Termination: This section does not negate any rights the State may have relative to the contract.

7.21.4. Risk Assessment Process:

Contractors Initials: ET
Date: 5/17/2011

The State will analyze the financial information provided by Contractor. Such analysis will include calculation of the ratios set forth in Table A. The weighted average of the ratios is used to calculate a risk score as follows:

- Low Risk 70% and Above
- Moderate Risk From 26% to 69%
- High Risk 25% and Below

7.21.5. Weighted Average: The process for the scoring is

1. Calculate the individual ratio for the Contractor
2. Divide Contractor ratio by the benchmark to determine percentage above or below benchmark
3. Multiply Contractor percentage by "Percentage Weight of Risk Score"
4. Add the scores for the ratios as determined for each ratio in Steps 1 to 3.

7.21.6. The State will provide, upon request, the Risk calculations for the Contractor.

Table A - Risk Analysis Assessment Ratios Matrix

Category	*Name of Ratio*	*Description*	*How it Is Calculated*	*What the Ratio Measures*	*Benchmark*	*Percentage of Total Risk Assessment*
Liquidity	Current Ratio	This ratio compares the Current Assets with the Current Liabilities.	CURRENT ASSETS / CURRENT LIABILITIES	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a ratio, and represents 15% of the total risk assessment value.	1.0:1	10.0%
Liquidity	Days Expense in Working Capital	This ratio calculates the number of day's expense that the working capital can support.	(CURRENT ASSETS - CURRENT LIAB) / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed in "number of days" and represents 15% of the total risk assessment value.	30	10.0%

Contractors Initials: CT
Date: 5/15/2019

Table A - Risk Analysis Assessment Ratios Matrix						
Category	***Name of Ratio***	***Description***	***How it is Calculated***	***What the Ratio Measures***	***Benchmark***	***Percentage of Total Risk Assessment***
Liquidity	Days of Revenue In Accounts Receivable	This ratio calculates the number of days of revenue that are in accounts receivable.	(ACCOUNTS RECEIVABLE) / (REVENUE/365)	This ratio measures the performance of the accounts receivable function and the timeliness of revenue collection. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in days.	30	10.0%
Operating Results	Return on Equity	This ratio is a representation of the increase or decrease in net assets from the prior year.	INCREASE IN NET ASSETS / NET ASSETS	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Operating Results	Operation Income to Revenue	This ratio compares the current year's operating income with the current year's revenue.	OPERATING INCOME / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	3%	10.0%

Contractors Initials: _____
Date: 5/15/14

Table A - Risk Analysis Assessment Ratios Matrix						
Category	***Name of Ratio***	***Description***	***How it is Calculated***	***What the Ratio Measures***	***Benchmark***	***Percentage of Total Risk Assessment***
Operating Results	Cash Flow % of Revenue	This ratio calculates the company's cash flow as a percentage of revenue.	(INCREASE IN NET ASSETS + DEPRECIATION) / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	2%	10.0%
Leverage	Debt to Equity	This ratio compares total debt to equity.	(TOTAL ASSETS - NET ASSETS)/NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a ratio and represents 5% of the total risk assessment value.	0.7:1	5.0%
Leverage	Long Term Debt to Equity	This ratio compares long term debt to equity.	LONG TERM DEBT / NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 5% of the total risk assessment value.	100%	5.0%
Leverage	Debt Ratio	This ratio compares total debt to total assets.	(TOTAL ASSETS - NET ASSETS)/TOTAL ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk	50%	10.0%

Contractors Initials: ET
Date: 5/6/2014

Table A - Risk Analysis Assessment Ratios Matrix						
Category	***Name of Ratio***	***Description***	***How it is Calculated***	***What the Ratio Measures***	***Benchmark***	***Percentage of Total Risk Assessment***
				assessment value.		
Reserves	Cash Flow to Total Debt	This ratio compares cash flow to total debt.	(OP. SURPLUS + DEPRECIATION) / (TOTAL ASSETS - NET ASSETS)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Reserves	Days Expense in Available Net Assets	This ratio calculates the number of day's expense that the net assets of the company can support.	NET ASSETS / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in "number of days" and this represents 10% of the total risk assessment value.	90	10.0%
						100.0%

7.22. Agreement Elements

The Agreement between the parties shall consist of the following: General Provisions (P-37), Exhibit A Scope of Services, Exhibit A-1 Geographic Area, Exhibit A-2 Congregate Meal Sites, Exhibit B Method and Conditions Precedent to Payment, Exhibits B-1, B-2 and B-3, Exhibit C Special Provisions, Exhibit C-1 Additional Special Provisions, Exhibit D Certification Regarding Drug-Free Workplace, Exhibit E Certification Regarding Lobbying, Exhibit F Certification Regarding Debarment, Suspension and Other Responsibility Matters, Exhibit G Certification Regarding the American's With Disabilities Act Compliance, Exhibit H Certification Regarding Environmental Tobacco Smoke, Exhibit I Health Insurance Portability and Accountability Act Business Associate Agreement, Exhibit J Certification Regarding The Federal Funding Accountability and Transparency Act Compliance. In the event of any conflict or contradiction between or among the Agreement documents, the documents shall control in the above order of precedence.

Contractors Initials:
Date: 5/1/2014

Exhibit A-1
July 1, 2014 through June 30, 2015

GEOGRAPHIC AREA FORM

RFP # 14-DHHS-DCBCS-BEAS-05

Contractors name: Easter Seals New Hampshire

Name of Service	County/Counties	Towns/Cities where Services will be offered
Transportation Services	Hillsborough	Manchester, Bedford, Litchfield and Goffstown
Transportation Services	Rockingham	Auburn
Transportation Services	Merrimack	Hooksett

Contractors Initials: ET
Date: 5/15/2014

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions (P-37) of this Agreement for the services provided by the Contractor pursuant to Exhibit A, Scope of Services and for the period beginning July 1, 2014 or the date of G&C approval, whichever is later. The completion date of this contract shall be June 30, 2015, block 1.7 of the P-37.

2. Service(s) provided in this Agreement: The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A, Paragraph 5. The following terms and conditions detailed below in this Exhibit B shall apply to all services unless expressly stated otherwise.

3. Payment for contracted services will be made up to the total maximum allowable funding identified in Column D of Exhibits B-1 and B-3, and Column C of Exhibit B-2 and based on the following reimbursement rates:

   3.1. $4.85 per home delivered meal
   3.2. $5.50 per congregate meal
   3.3. $8.75 per person per day for Transportation Services
   3.4. .30 cents per mile

4. The General provisions (P-37) Section 1.6 Account Numbers for funding under this contract including identification of the funding source (name of Grantor and Catalog of Federal Domestic Assistance (CFDA) number) are as follows:

Service	Funding Name	Funding Source	CFDA #	State of NH Account Number
Transportation	Special Programs for the Aging- Title IIIB	ACL	93.044	05-95-48-481010-78720000-512-500352
Nutrition Services	Special Programs for the Aging- Title IIIC	ACL	93.045	05-95-48-481010-78720000-541-500383
Nutrition Services: Home Delivered Meals	Social Services Block Grant- Title XX	U.S. Dept of Health & Human Services	93.667	05-95-48-481010-92550000-544-500386

5. Notwithstanding paragraph 18 of the P-37, an amendment limited to the terms of Exhibit B-1, B-2, and B-3 to transfer the amount of units from one service to another can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

6. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT).

7. The DHHS may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in

Contractor Initials ET
Date 4/11/2014

accordance with the requirements and scope of services in Exhibit A; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.

8. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of required reports, or Contractor Site Review Reports, the State may review all units served to clients and number of miles per client incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any units served to clients and number of miles per client incurred that are not determined to be allowable or are determined to be served to ineligible clients and shall, by written notice specifying the disallowed costs, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs.

9. Form Submission:
Prior to submittal of an invoice for the following Title III funded services: Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

Prior to submittal of an invoice for Title XX Meals the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.

10. Invoice Submission:

10.1. Meals

Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual meals served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual meals served during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.

10.1.1. Meals Mileage

Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Contractor Initials EG
Date 1/1/2014

Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Contract Service Authorization Form (#3502) and Meal and Mileage Invoices shall be sent to:
NH Department of Health and Human Services
Data Management Unit
129 Pleasant St, P.O. Box 2000
Concord, NH 03301

10.2. Title III Transportation:
The Contractor shall complete and submit a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served (unit being per client, per day) during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit. In addition, the Contractor shall complete a monthly transportation form. The form will be a predefined electronic form supplied by DHHS.

10.2.1. Title III Transportation Mileage
The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title III Transportation and Mileage invoices and the monthly transportation form shall be submitted to:
Financial Management
DHHS Bureau of Elderly and Adult Services
129 Pleasant St, Brown Building
Concord NH 03301

10.3. Contractor will have forty-five (45) days from the end of the contract period to submit final invoices to the Department for payment. Any adjustments made to a prior invoice, during these forty-five (45) days, will need to be accompanied by supporting documentation.

10.4. The DHHS will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.

10.5. The Contractor shall submit to DHHS the subcontractor's budget for review and approval. The Contractor shall submit to DHHS copies of their subcontractor's invoices for actual units served to clients and number of miles per client that support the requests for reimbursement, upon DHHS request.

Contractor Initials EJ
Date 5/15/2019

Exhibit B-1
Transportation Services
July 1, 2014 through June 30, 2015

EASTER SEALS NEW HAMPSHIRE, INC.			
Col. A	Col. B	Col. C	Col. D
Funding	Projected Number of Clients	Projected Number of Miles	Total Maximum Amount Allowed by Funding
Title III B	6,833	160,000	$ 107,788.75

Contractors Initials: EA
Date: 5/15/2014

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party fundors for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party fundors, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to

subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function

16.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate

16.3. Monitor the subcontractor's performance on an ongoing basis

16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

16.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.

   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. **Contract Extension:** The Department reserves the right to extend the completion date of the contract for up to two years to be exercised by mutual agreements by the parties, upon availability of funding, acceptable performance of the Statement of Work, and subsequent approval by the Governor and Executive Council.

4. **CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS:**

   4.1 This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L.112–239) and FAR 3.908.

Contractors Initials: E.T
Date: 5/17/2023

4.2 The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

4.3 The Contractor shall insert the substance of this clause, including this paragraph (4.3), in all subcontracts over the simplified acquisition threshold.

5. Subparagraph 14.1.1 of the General Provisions of this contract is deleted and the following subparagraph is added:

14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $1,000,000 per occurrence and excess/umbrella liability coverage in the amount of $15,000,000 per occurrence; and

Contractors Initials: ET
Date: 5/27/2024

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
   1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name: Easter Seals NH, Inc

5/13/2014
Date

Name: Ellin Freanor
Title: CFO

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor Name: Easter Seals, NH, Inc

5/15/2014
Date

Name: Elin Treanor
Title: CFO

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Easter Seals NH, Inc

7/11/2014
Date

Name: Elin Treanor
Title: CFO

CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Contractor Name: EasterSeals NH, Inc

5/11/2014
Date

Name: Elin Treanor
Title: CFO

State of New Hampshire
Department of Health and Human Services
Amendment #3 to the Nutrition and Transportation Contract

This third Amendment to the Nutrition and Transportation contract (hereinafter referred to as "Amendment #3") dated April 14, 2016, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Gibson Center for Senior Services, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 14 Grove Street, North Conway, NH, 03860.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 18, 2014 (Item #109) (hereinafter referred to as the "Contract"), and amended by an agreement (Amendment #1) approved on November 18, 2014 by the Attorney General, and (Amendment #2) approved on June 10, 2015 (Item #21) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Department and the Contractor agree to change the per person per day transportation rate and per mile rate within the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #3, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.

2. Replace Exhibit B Amendment #1, Section 3 as follows:

    3. The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A Amendment #1, Paragraph 5, according to the following reimbursement rates:

Reimbursement Rates	Unit Types
$4.85	Per Home Delivered Meal
$5.50	Per Congregate Meal
$9.32	Per Person per day for Transportation Services
$.54	Per mile

Contractor Initials: DAF
Date: 4.20.16

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/18/16
Date

NAME Marilee Nihan, MBA
TITLE Deputy Commissioner

Gibson Center for Senior Services, Inc.

4-20-16
Date

NAME Deborah FAUVER
TITLE President

Acknowledgement:
State of New Hampshire, County of Carroll on Apr. 20, 2016, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public ~~or Justice of the Peace~~

Name and Title of Notary ~~or Justice of the Peace~~

KENNETH S. KASLOW, Notary Public
My Commission Expires August 14, 2018

Contractor Initials: DAF
Date: 4-20-16

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/23/16
Date

Name: Megan A. Yukl
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Contractor Initials: DAF
Date: 4-20-16

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GIBSON CENTER FOR SENIOR SERVICES, INC. is a New Hampshire nonprofit corporation formed October 10, 1979. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 13th day of April, A.D. 2015

William M. Gardner
Secretary of State

NEW HAMPSHIRE

Corporation Division

Search
By Business Name
By Business ID
By Registered Agent
Annual Report
File Online
Guidelines
Name Availability
Name Appeal Process

Date: 4/21/2016

Filed Documents

(Annual Report History, View Images, etc.)

Business Name History

Name	Name Type
GIBSON CENTER FOR SENIOR SERVICES, INC.	Legal

Non-Profit Corporation - Domestic - Information

Business ID:	60369
Status:	Good Standing
Entity Creation Date:	10/10/1979
Principal Office Address:	14 Grove Street North Conway NH 03860
Principal Mailing Address:	PO Box 655 North Conway NH 03860
Expiration Date:	Perpetual
Last Annual Report Filed Date:	1/5/2015
Last Annual Report Filed:	2015

Registered Agent

Agent Name:	
Office Address:	No Address
Mailing Address:	No Address

Important Note: The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.

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CERTIFICATE OF VOTE

I, Charles Macomber, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Gibson Center for Senior Services, Inc.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on November 17, 2015
(Date)

RESOLVED: That the President
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 20th day of April, 2016.
(Date Contract Signed)

4. Deborah Fauver is the duly elected President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

(Signature of the Elected Officer)
Charles Macomber, Vice President

STATE OF NEW HAMPSHIRE

County of Carroll

The forgoing instrument was acknowledged before me this 20th day of April, 2016,

By Charles Macomber.
(Name of Elected Officer of the Agency)
Vice President

(Notary Public/~~Justice of the Peace~~)
KENNETH S. KASLOW, Notary Public
My Commission Expires August 14, 2018

(NOTARY SEAL)

KENNETH S. KASLOW, Notary Public
My Commission Expires August 14, 2018

Commission Expires: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/20/2016

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	CONTACT NAME: Andrea Nicklin, AAI
Chalmers Insurance Group - North Conway PO Box 2480 3277 White Mountain Highway North Conway NH 03860	PHONE (A/C, No, Ext): (603) 356-6926 FAX (A/C, No): (603) 356-6934 E-MAIL ADDRESS: anicklin@chalmersinsurancegroup.com
INSURED	**INSURER(S) AFFORDING COVERAGE** — **NAIC #**
Gibson Center for Senior Services, Inc. PO Box 655 North Conway NH 03860-0655	INSURER A: Acadia Insurance Company — 31325 INSURER B: Continental Western Insurance — 10804 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** CL1642021657 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			CPA0011316-31	5/1/2016	5/1/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 250,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			CAA0011366-32	5/1/2016	5/1/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Pollution Liab Broadening	$ 1,000,000 $ $ $ $
A	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $			CUA0011368-31	5/1/2016	5/1/2017	EACH OCCURRENCE AGGREGATE 	$ $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WCA0018862-30	5/1/2016	5/1/2017	PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance

CERTIFICATE HOLDER

State of New Hampshire
NH Department of Health & Human Services
Bureau of Elderly and Adult Services
129 Pleasant Street
Concord, NH 03301-3857

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

A Nicklin, AAI/MPRESC

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The Gibson Center for Senior Services, Inc.

PO Box 655 • 14 Grove St. • North Conway, New Hampshire 03860-0655
603-356-3231 • Fax: 603-356-0100 • www.gibsoncenter.org

The mission of the Gibson Center for Senior Services is to offer programs that enable seniors in New Hampshire's Northern Carroll County to live independently and actively, with purpose and dignity.

GIBSON CENTER FOR SENIOR SERVICES, INC.
AND AFFILIATE

Consolidated Financial Statements

June 30, 2015 and 2014

and

Independent Auditor's Report

GIBSON CENTER FOR SENIOR SERVICES, INC.
AND AFFILIATE

CONSOLIDATED FINANCIAL STATEMENTS
June 30, 2015 and 2014

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VACHON CLUKAY
& COMPANY PC

CERTIFIED PUBLIC ACCOUNTANTS
608 Chestnut Street • Manchester, New Hampshire 03104
(603) 622-7070 • Fax: (603) 622-1452 • www.vachonclukay.com

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Gibson Center for Senior Services, Inc. and Affiliate

We have audited the accompanying consolidated financial statements of the Gibson Center for Senior Services, Inc. (a nonprofit organization) and Affiliate, which comprise the consolidated statements of financial position as of June 30, 2015 and 2014, and the related consolidated statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Gibson Center for Senior Services, Inc. and Affiliate as of June 30, 2015 and 2014, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The consolidating financial statements are presented for purposes of additional analysis and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the consolidated financial statements as a whole.

Vachon Clukay & Company PC

Manchester, New Hampshire
September 22, 2015

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
June 30, 2015 and 2014

	2015	2014
ASSETS		
Cash and cash equivalents	$ 135,711	$ 134,751
Investments	104,723	166,778
Accounts receivable	76,752	66,335
Prepaid expenses	39,236	38,339
Inventory	2,206	2,206
Deposits	500	500
Property and equipment, net	2,915,795	2,963,393
New Hampshire Charitable Foundation Restricted Fund	769,008	789,180
TOTAL ASSETS	$ 4,043,931	$ 4,161,482
LIABILITIES AND NET ASSETS		
LIABILITIES:		
Accounts payable	$ 3,214	$ 12,272
Accrued expenses	16,383	15,752
Deferred income	37,500	37,500
Security deposit payable	10,177	11,418
Mortgage note payable	181,802	196,786
TOTAL LIABILITIES	249,076	273,728
NET ASSETS:		
Unrestricted:		
Undesignated	2,907,612	2,974,881
Board restricted for capital acquisitions	874,738	894,409
Temporarily restricted	12,505	18,464
TOTAL NET ASSETS	3,794,855	3,887,754
TOTAL LIABILITIES AND NET ASSETS	$ 4,043,931	$ 4,161,482

See notes to consolidated financial statements

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATED STATEMENTS OF ACTIVITIES
For the Years Ended June 30, 2015 and 2014

	2015	2014
CHANGES IN UNRESTRICTED NET ASSETS:		
Fees and grants from governmental agencies	$ 347,795	$ 337,148
Town appropriations	50,000	50,000
Contributions	217,582	242,375
Fund raising	117,257	113,924
Rental income	155,125	151,887
Interest and dividend income	7,156	6,552
Other income	47,753	59,262
(Loss) on sale of assets		(5,549)
Net unrealized and realized gains on investments	8,055	111,069
TOTAL UNRESTRICTED REVENUES AND GAINS	950,723	1,066,668
NET ASSETS RELEASED FROM RESTRICTIONS:		
Satisfaction of donor restrictions	12,230	53,699
TOTAL NET ASSETS RELEASED FROM RESTRICTIONS	12,230	53,699
TOTAL UNRESTRICTED REVENUES AND GAINS AND OTHER SUPPORT	962,953	1,120,367
EXPENSES:		
PROGRAM SERVICES:		
Nutrition	425,661	438,567
Transportation	107,652	108,577
Social and Educational	100,335	116,044
Total Program Services	633,648	663,188
SUPPORTING SERVICES:		
Management and general	282,501	287,554
Fund raising	133,744	122,600
Total Supporting Services	416,245	410,154
TOTAL EXPENSES	1,049,893	1,073,342
INCREASE (DECREASE) IN UNRESTRICTED NET ASSETS	(86,940)	47,025
CHANGES IN TEMPORARILY RESTRICTED NET ASSETS:		
Contributions	6,271	40,343
Net assets released from restrictions	(12,230)	(53,699)
(DECREASE) IN TEMPORARILY RESTRICTED NET ASSETS	(5,959)	(13,356)
INCREASE (DECREASE) IN NET ASSETS	(92,899)	33,669
NET ASSETS, July 1	3,887,754	3,854,085
NET ASSETS, June 30	$ 3,794,855	$ 3,887,754

See notes to consolidated financial statements

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATED STATEMENTS OF FUNCTIONAL EXPENSES

For the Year Ended June 30, 2015

	Program Services				Supporting Services			
	Nutrition	Transportation	Social and Educational	Total Program Services	Management and General	Fund Raising	Total Supporting Services	Total Expenses 2015
Salaries and wages	$ 217,307	$ 56,857	$ 54,213	$ 328,377	$ 20,203	$ 78,872	$ 99,075	$ 427,452
Payroll taxes	15,191	3,988	3,748	22,927	1,537	5,507	7,044	29,971
Employee benefits	38,535	4,577	11,787	54,899	6,792	16,255	23,047	77,946
Total Salaries and Related Expenses	271,033	65,422	69,748	406,203	28,532	100,634	129,166	535,369
Food	67,790	-	-	67,790	-	-	-	67,790
Direct program expenses	16,521	905	27,736	45,162	180	16,836	17,016	62,178
Vehicle expense	-	15,968	-	15,968	-	-	-	15,968
Travel	8,892	67	-	8,959	916	446	1,362	10,321
Conferences and training	662	429	-	1,091	25	-	25	1,116
Insurance	9,027	2,377	362	11,766	14,786	362	15,148	26,914
Telephone	591	222	222	1,035	748	222	970	2,005
Professional services	5,168	1,548	1,548	8,264	6,278	9,948	16,226	24,490
Postage	336	-	-	336	481	275	756	1,092
Office expenses	3,624	739	719	5,082	1,809	1,938	3,747	8,829
Public relations/communications	281	98	-	379	-	126	126	505
Special events	-	-	-	-	-	2,957	2,957	2,957
Utilities	21,044	4,847	-	25,891	49,170	-	49,170	75,061
Repairs and maintenance	20,692	4,829	-	25,521	46,567	-	46,567	72,088
Interest expense	-	-	-	-	6,256	-	6,256	6,256
Payments in lieu of real estate taxes	-	-	-	-	13,739	-	13,739	13,739
Total Expenses Before Depreciation	425,661	97,451	100,335	623,447	175,911	133,744	309,655	933,102
Depreciation expense	-	10,201	-	10,201	106,590	-	106,590	116,791
Total Expenses	$ 425,661	$ 107,652	$ 100,335	$ 633,648	$ 282,501	$ 133,744	$ 416,245	$ 1,049,893

For the Year Ended June 30, 2014

	Program Services				Supporting Services			
	Nutrition	Transportation	Social and Educational	Total Program Services	Management and General	Fund Raising	Total Supporting Services	Total Expenses 2014
Salaries and wages	$ 221,184	$ 54,289	$ 52,749	$ 328,222	$ 22,134	$ 76,562	$ 98,696	$ 426,918
Payroll taxes	16,236	3,999	3,749	23,984	1,522	5,703	7,225	31,209
Employee benefits	46,172	6,276	12,037	64,485	9,727	17,136	26,863	91,348
Total Salaries and Related Expenses	283,592	64,564	68,535	416,691	33,383	99,401	132,784	549,475
Food	63,713	-	-	63,713	-	-	-	63,713
Direct program expenses	18,421	1,716	44,126	64,263	110	14,478	14,588	78,851
Vehicle expense	-	17,160	-	17,160	-	-	-	17,160
Travel	11,476	183	-	11,659	867	419	1,286	12,945
Conferences and training	760	60	-	820	10	-	10	830
Insurance	8,329	2,203	362	10,894	14,250	362	14,612	25,506
Telephone	564	212	211	987	718	211	929	1,916
Professional services	6,155	1,924	1,924	10,003	7,950	1,924	9,874	19,877
Postage	204	-	-	204	424	207	631	835
Office expenses	3,239	946	886	5,071	2,249	1,667	3,916	8,987
Public relations/communications	557	-	-	557	-	1,557	1,557	2,114
Special events	-	-	-	-	-	2,374	2,374	2,374
Utilities	21,498	4,737	-	26,235	48,143	-	48,143	74,378
Repairs and maintenance	20,059	4,671	-	24,730	49,566	-	49,566	74,296
Advertising	-	-	-	-	383	-	383	383
Foundation and investment expenses	-	-	-	-	6,567	-	6,567	6,567
Interest expense	-	-	-	-	6,743	-	6,743	6,743
Payments in lieu of real estate taxes	-	-	-	-	14,432	-	14,432	14,432
Total Expenses Before Depreciation	438,567	98,376	116,044	652,987	185,795	122,600	308,395	961,382
Depreciation expense	-	10,201	-	10,201	101,759	-	101,759	111,960
Total Expenses	$ 438,567	$ 108,577	$ 116,044	$ 663,188	$ 287,554	$ 122,600	$ 410,154	$ 1,073,342

See notes to consolidated financial statements

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATED STATEMENTS OF CASH FLOWS
For the Years Ended June 30, 2015 and 2014

	2015	2014
Cash Flows From Operating Activities:		
Cash received from grants and contributions	$ 609,031	$ 621,728
Interest income received	662	407
Other income received	322,657	386,924
Cash paid to employees	(425,569)	(441,455)
Cash paid to suppliers	(505,577)	(521,071)
Interest paid	(6,256)	(6,743)
Net Cash Provided (Used) by Operating Activities	(5,052)	39,790
Cash Flows From Investing Activities:		
Distributions from New Hampshire Charitable Foundation	28,134	26,781
Redemption of investments	62,055	
Purchases of investments		(52,378)
Purchases of property and equipment	(69,193)	(113,668)
Net Cash Provided (Used) by Investing Activities	20,996	(139,265)
Cash Flows From Financing Activities:		
Payments on notes payable	(14,984)	(14,498)
Net Cash Used by Financing Activities	(14,984)	(14,498)
Net increase (decrease) in cash and cash equivalents	960	(113,973)
Cash and cash equivalents, July 1	134,751	248,724
Cash and cash equivalents, June 30	$ 135,711	$ 134,751
Reconciliation of Increase in Net Assets to Net Cash Provided by Operating Activities:		
Increase (Decrease) in net assets	$ (72,727)	$ 94,245
Adjustments to Reconcile Increase in Net Assets to to Net Cash Provided by Operating Activities:		
Contributions from affiliate		(60,576)
Depreciation	116,791	111,960
Change in Assets held by New Hampshire Charitable Foundation	(28,134)	(110,610)
Loss on sale of assets		5,549
Changes in operating assets and liabilities:		
(Increase) in accounts receivable	(9,017)	(18,128)
(Increase) Decrease in prepaid expenses	(897)	14,070
(Increase) in inventory		(148)
(Increase) Decrease in deposits	(1,241)	22,765
(Decrease) in accounts payable	(10,458)	(7,975)
Increase (Decrease) in accrued expenses	631	(13,193)
Increase in security deposit payable		1,831
Net Cash Provided (Used) by Operating Activities	$ (5,052)	$ 39,790

See notes to consolidated financial statements

NOTE 1--SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Purpose

The Gibson Center for Senior Services, Inc. (the Organization) was founded on October 1, 1979 and subsequently incorporated on November 15, 1988 as a non-profit organization. The Organization offers an evolving array of programs and services to both active and passive senior residents of Northern Carroll County New Hampshire. The Organization services the needs of senior residents through nutrition programs, transportation programs for the elderly and disabled, and social and educational programs, which are designed to enable them to stay actively involved in their communities.

Affiliate

In May 2005, the Organization established Silver Lake Senior Housing Corporation (the Affiliate), a non-profit organization, for the purpose of acquiring land and buildings located in Madison, New Hampshire. The Affiliate operates a senior residential facility. The operation of Silver Lake Landing began July 22, 2005.

Accounting Policies

The accounting policies of the Gibson Center for Senior Services, Inc. and Affiliate conform to accounting principles generally accepted in the United States of America as applicable to non-profit organizations except as indicated hereafter. All significant inter-company transactions and balances have been eliminated for the consolidated financial statement presentation. The following is a summary of significant accounting policies.

Basis of Presentation

The consolidated financial statements have been prepared in accordance with the reporting pronouncements pertaining to Not-for-Profit Entities included within the FASB Accounting Standards Codification (FASB ASC 958-205). Under FASB ASC 958-205, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets, based upon the existence or absence of donor-imposed restrictions.

Basis of Accounting

The consolidated financial statements have been prepared on the accrual basis of accounting.

Revenues from program services are recorded when earned. Other miscellaneous revenues are recorded upon receipt.

Contributions

The Organization accounts for contributions received in accordance with FASB ASC 958-605, *Accounting for Contributions Received and Contributions Made*. Contributions received are recorded as

unrestricted, temporarily restricted, or permanently restricted support depending on the existence and/or nature of any donor restrictions.

Recognition of Donor Restrictions

Contributions are recognized when the donor makes a promise to give to the Organization that is, in substance, unconditional. Contributions that are restricted by the donor are reported as an increase in unrestricted net assets if the restriction expires in the reporting period in which the support is recognized. All other donor restricted support is reported as an increase in temporarily or permanently restricted net assets depending on the nature of the restriction. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets.

Donated Services, Materials and Facilities

The Organization receives donated services from a variety of unpaid volunteers assisting with meal deliveries to the elderly and disabled, operations at the thrift shop, and other administrative tasks. No amounts have been recognized in the consolidated financial statements for these donated services because the accounting criteria for recognition of such volunteer efforts have not been satisfied.

Additionally, the Organization operates a thrift shop in which all items sold in the shop have been donated. The fair value of the donated goods is indeterminable until time of sale. Revenue recognized pertaining to the operation of the thrift shop for the years ended June 30, 2015 and 2014 was $69,665 and $67,797, respectively.

Functional Allocation of Expenses

The costs of providing the various programs and supporting services have been summarized on a functional basis. Accordingly, certain costs have been allocated on the statements of functional expenses among the programs and supporting services based on percentage allocations determined by the Organization's management.

Cash and Cash Equivalents

For the purpose of the statements of cash flows, cash and equivalents consists of demand deposits, cash on hand and all highly liquid investments with a maturity of 90 days or less.

Investments

Investments, which consist solely of certificates of deposit with a maturity of greater than ninety days from the date of issuance, are carried at their market value at June 30, 2015 and June 30, 2014. Interest income is reflected in the statements of activities.

At June 30, 2015 and 2014, the market value of investments consists of the following:

	2015	2014
Certificates of deposit	$ 104,723	$ 166,778

Contributions Receivable

Unconditional pledges are recorded as made. These amounts are recorded at the present value of the estimated fair value. Conditional pledges are recognized only when the conditions on which they depend are substantially met and the pledges become unconditional.

Inventory

Inventory consists of maintenance supplies on hand and is valued at the lower of cost (determined on the first-in, first-out method) or market. Food purchases are recorded as an expense in the period purchased. Food inventory, if any, at year end is not material to the consolidated financial statements.

Property and Equipment

Property and equipment are stated at cost. Donated property and equipment is recorded at fair value determined as of the date of the donation. The Organization's policy is to capitalize expenditures for major improvements and to charge to operations currently for expenditures which do not extend the lives of related assets in the period incurred. Depreciation is computed using the straight-line method at rates intended to amortize the cost of related assets over their estimated useful lives as follows:

	Years
Land improvements	5-39
Building and improvements	5-40
Equipment and vehicles	3-15
Furniture and fixtures	5-39

Accrued Earned Time

All full-time and part-time employees accrue earned time as they provide services. Earned time is accrued at a rate dependent upon length of service. Earned time may be accrued to a maximum of 26 days. Upon termination of employment, any accrued/unused earned time will be paid at current rates of pay, except for employees who have been employed for less than 90 days.

Bad Debts

The Organization uses the reserve method for accounting for bad debts. No allowance has been recorded as of June 30, 2015 and 2014, because management of the Organization believes that all outstanding receivables are fully collectible.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Fair Value of Financial Instruments

Cash and cash equivalents, accounts receivable, accounts payable and accrued expenses are carried in the consolidated financial statements at amounts which approximate fair value due to the inherently short-term nature of the transactions. The fair values determined for financial instruments are estimates, which for certain accounts may differ significantly from the amounts that could be realized upon immediate liquidation.

Income Taxes

The Organization and its Affiliate have both received determination letters from the Internal Revenue Service stating that they qualify for tax-exempt status under Section 501(c)(3) of the Internal Revenue Code for their exempt function income. In addition, the Organization and its Affiliate are not subject to state income taxes. Accordingly, no provision has been made for Federal or State income taxes.

The FASB adopted Accounting Standards Codification Topic 740 entitled *Accounting for Income Taxes* which requires the Organization and its Affiliate to report uncertain tax positions for financial reporting purposes. FASB ASC 740 prescribes rules regarding how the Organization and its Affiliate should recognize, measure and disclose in its financial statements, tax positions that were taken or will be taken on the Organization and its Affiliates tax returns that are reflected in measuring current or deferred income tax assets and liabilities. Differences between tax positions taken in a tax return and amounts recognized in the financial statements will generally result in an increase in a liability for income tax payable or a reduction in a deferred tax asset or an increase in a deferred tax liability. The Organization and its Affiliate do not have any material unrecognized tax benefits. As of June 30, 2015, the tax years ending June 30, 2014, 2013 and 2012 remain subject to possible examination by major tax jurisdictions.

During the years ended June 30, 2015 and 2014, the Organization had unrelated business income from advertising, copier fees, and room usage fees. No provision has been made in these consolidated financial statements for accrued unrelated business income taxes as the amount is not material.

NOTE 2--CONCENTRATION OF CREDIT RISK

The Organization and its Affiliate maintain bank deposits at a local financial institution located in New Hampshire. The Organization and its Affiliate's demand deposits are insured by the Federal Deposit Insurance Corporation (FDIC) up to a total of $250,000. Certificates of deposit maintained by the Organization and its Affiliate are also insured by the FDIC up to a total of $250,000. There were no balances in excess of federally insured limits for the Organization or its Affiliate at June 30, 2015 and 2014.

NOTE 3--INVESTMENTS

Fair Value Measurements

The Organization and its Affiliate report under the Fair Value Measurements pronouncements of the FASB Accounting Standards Codification (FASB ASC 820) which establishes a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs of valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted

quoted prices in active markets for identical assets or liabilities (level 1 measurement) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy are described below.

Level 1 - Inputs to the valuation methodology are unadjusted, quoted prices in active markets for identical assets or liabilities at the measurement date.

Level 2 – Inputs to the valuation include:

- Quoted prices for similar assets or liabilities in active markets;
- Quoted prices for identical or similar assets or liabilities that are not active;
- Inputs other than quoted prices that are observable for the asset or liability;
- Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3 – Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The asset's or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs at the closing price reported on the active market on which the individual securities are traded.

Following is a description of the valuation methodologies used for assets measured at fair value.

Certificates of Deposit: Valued at acquisition cost which approximates fair value.

The methods described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, while the Organization believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

The following tables set forth by level, within the fair value hierarchy, the Organization and its Affiliate's assets at fair value:

Assets at Fair Value as of June 30, 2015

	Level 1
Certificates of Deposit	$ 104,723

Assets at Fair Value as of June 30, 2014

	Level 1
Certificates of Deposit	$ 166,778

Investment Valuation and Income Recognition

The Organization and its Affiliate's investments as of June 30, 2015 and June 30, 2014 are stated at fair value. Interest income is recorded on the accrual basis.

NOTE 4--ACCOUNTS RECEIVABLE

Accounts receivable consist of the following at June 30, 2015 and 2014:

	2015	2014
Town appropriations	$ 43,500	$ 43,500
Fees and grants from governmental agencies	27,505	21,182
Other	5,747	1,653
	$ 76,752	$ 66,335

NOTE 5--PROPERTY AND EQUIPMENT

Property and equipment at June 30, 2015 and 2014 is as follows:

	2015	2014
Organization		
Land and land improvements	$ 377,789	$ 382,440
Building and building improvements	1,592,327	1,589,521
Equipment and vehicles	188,369	194,096
Furniture and fixtures	61,699	63,301
	2,220,184	2,229,358
Less accumulated depreciation	(705,983)	(653,623)
	$ 1,514,201	$ 1,575,735

	2015	2014
Affiliate		
Land and land improvements	$ 328,600	$ 328,600
Building and building improvements	1,310,402	1,256,797
Equipment and vehicles	32,460	32,460
Furniture and fixtures	98,684	87,998
	1,770,146	1,705,855
Less accumulated depreciation	(368,552)	(318,197)
	$ 1,401,594	$ 1,387,658

	2015	2014
Consolidated		
Land and land improvements	$ 706,389	$ 711,040
Building and building improvements	2,902,729	2,846,318
Equipment and vehicles	220,829	226,556
Furniture and fixtures	160,383	151,299
	3,990,330	3,935,213
Less accumulated depreciation	(1,074,535)	(971,820)
	$ 2,915,795	$ 2,963,393

NOTE 6--ACCRUED EXPENSES

Accrued expenses consist of the following at June 30, 2015 and 2014:

	2015	2014
Accrued salaries	$ 3,155	$ 1,402
Accrued earned time	13,228	14,350
	$ 16,383	$ 15,752

NOTE 7--DEFERRED INCOME

Deferred income represents unearned Town appropriations income of $37,500 for June 30, 2015 and $37,500 for June 30, 2014.

NOTE 8--NOTES PAYABLE

At June 30, 2015 and 2014, notes payable consists of the following:

	2015	2014
$300,000 note payable, secured by property, payable in monthly installments of $1,770 including interest through July 22, 2025. The variable interest rate on the note is 3.25% through July 22, 2014. Thereafter, the interest rate will change at least annually and be discounted based on the prime rate. The balance of the note is payable in full on July 22, 2025.	$ 181,802	$ 196,786

Following are the maturities of the notes payable as of June 30, 2015:

Year Ending June 30,	Amount
2016	$ 16,562
2017	16,075
2018	16,606
2019	17,153
2020	17,719
2021-2025	96,759
2026	928
	$ 181,802

NOTE 9--TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets consist of the following donor restricted funding at June 30, 2015 and 2014:

	2015	2014
Capital repairs	$ 5,365	$ 11,124
Food bank	6,000	6,000
Flower/Lawn maintenance	1,140	1,340
	$ 12,505	$ 18,464

NOTE 10--CONCENTRATION OF REVENUE RISK

During the years ended June 30, 2015 and 2014, the Organization received 36% ($347,252) and 30% ($336,097), respectively, of its revenues in the form of federal and state nutrition and transportation fees and grants from the State of New Hampshire.

The current nutrition and transportation grant agreement with the State of New Hampshire was extended through September 30, 2016. Revenue is recognized as earned under the terms of the contract on a reimbursement basis through submission of monthly claims reports.

NOTE 11--NEW HAMPSHIRE CHARITABLE FOUNDATION RESTRICTED FUND

The New Hampshire Charitable Foundation, owns, manages and controls funds which may be used for major acquisition and improvement to the Organization's facilities. Funds will be advanced only at the sole and absolute discretion of the Board of Trustees of the New Hampshire Charitable Foundation. The Organization does not have an independent right to demand payment or transfer funds on deposit with the New Hampshire Charitable Foundation.

Pursuant to FASB Accounting Standards Codification (FASB ASC 958-605) entitled "*Transfers of Assets to a Non-for-Profit Organization or Charitable Trust that Raises or Holds Contributions for Others*", the financial activities of assets held by the New Hampshire Charitable Foundation are included in the consolidated financial statements of the Organization. Information is not available from the New Hampshire Charitable Foundation to report these assets by level classification for fair value reporting purposes.

The change in asset values for funds held by the New Hampshire Charitable Foundation for the year ended June 30, 2015 and 2014 are as follows:

	2015	2014
Balance at July 1	$ 789,180	$ 705,351
Dividend income	6,331	6,109
Realized gain on investments	28,752	16,322
Unrealized gain (loss) on investments	(20,697)	94,747
	14,386	117,178
Investment fees and expenses	6,424	6,568
Total Return - net of investment fees	7,962	110,610
Distributions	(28,134)	(26,781)
Balance at June 30	$ 769,008	$ 789,180

NOTE 12--RELATED PARTY TRANSACTIONS

The Gibson Center for Senior Services, Inc. has a management agreement with Silver Lake Senior Housing Corporation, its affiliate. The total fees received by the Gibson Center for Senior Services, Inc. from its affiliate were $17,100 and $16,800 for the years ended June 30, 2015 and 2014, respectively.

NOTE 13--CONTINGENCIES

Grants require fulfillment of certain conditions as set forth in the terms of the grant. Failure to fulfill grant conditions could result in the return of the funds to grantors. Although that is a possibility, the Board deems the contingency remote, since by accepting the gifts and their applicable terms it has accommodated the objectives of the Organization to the provisions of the gift.

In the year ended June 30, 2000, the Organization was the recipient of a $500,000 Community Development Block Grant as a "Target of Assistance" passed through the Town of Conway, New Hampshire. The terms of the grant contain several requirements, including restrictions on the resale of the property for a period of up to twenty years after completion of the grant. Should the Organization fail to comply with the terms of the grant, they may be subject to repayment of the funds.

NOTE 14--SUBSEQUENT EVENTS

Subsequent events have been evaluated through September 22, 2015, which is the date the consolidated financial statements were available to be issued.

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATING STATEMENT OF FINANCIAL POSITION
June 30, 2015

	Gibson Center for Senior Services, Inc.	Silver Lake Senior Housing Corporation	Eliminations	Consolidated Totals
ASSETS				
Cash and cash equivalents	$ 88,596	$ 47,115		$ 135,711
Investments	104,723			104,723
Accounts receivable	76,752			76,752
Prepaid expenses	16,075	23,161		39,236
Inventory		2,206		2,206
Investment in affiliate	1,485,458		$(1,485,458)	-
Deposits	500			500
Property and equipment, net	1,514,201	1,401,594		2,915,795
New Hampshire Charitable Foundation Restricted Fund	769,008			769,008
TOTAL ASSETS	$ 4,055,313	$ 1,474,076	$(1,485,458)	$ 4,043,931
LIABILITIES AND NET ASSETS				
LIABILITIES:				
Accounts payable	$ 2,835	$ 379		$ 3,214
Accrued expenses	16,383			16,383
Deferred income	37,500			37,500
Security deposit payable		10,177		10,177
Mortgage note payable		181,802		181,802
TOTAL LIABILITIES	56,718	192,358	$ -	249,076
NET ASSETS:				
Unrestricted:				
Undesignated	3,111,352	1,281,718	(1,485,458)	2,907,612
Board restricted for capital acquisitions	874,738			874,738
Temporarily restricted	12,505			12,505
TOTAL NET ASSETS	3,998,595	1,281,718	(1,485,458)	3,794,855
TOTAL LIABILITIES AND NET ASSETS	$ 4,055,313	$ 1,474,076	$(1,485,458)	$ 4,043,931

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATING STATEMENT OF FINANCIAL POSITION
June 30, 2014

	Gibson Center for Senior Services, Inc.	Silver Lake Senior Housing Corporation	Eliminations	Consolidated Totals
ASSETS				
Cash and cash equivalents	$ 25,020	$ 109,731		$ 134,751
Investments	166,778			166,778
Accounts receivable	67,735		$ (1,400)	66,335
Prepaid expenses	14,831	23,508		38,339
Inventory		2,206		2,206
Investment in affiliate	1,485,458		(1,485,458)	-
Deposits	500			500
Property and equipment, net	1,575,735	1,387,658		2,963,393
New Hampshire Charitable Foundation Restricted Fund	789,180			789,180
TOTAL ASSETS	$ 4,125,237	$ 1,523,103	$ (1,486,858)	$ 4,161,482
LIABILITIES AND NET ASSETS				
LIABILITIES:				
Accounts payable	$ 5,662	$ 8,010	$ (1,400)	$ 12,272
Accrued expenses	15,752			15,752
Deferred income	37,500			37,500
Security deposit payable		11,418		11,418
Mortgage note payable		196,786		196,786
TOTAL LIABILITIES	58,914	216,214	(1,400)	273,728
NET ASSETS:				
Unrestricted:				
Undesignated	3,153,450	1,306,889	(1,485,458)	2,974,881
Board restricted for capital acquisitions	894,409			894,409
Temporarily restricted	18,464			18,464
TOTAL NET ASSETS	4,066,323	1,306,889	(1,485,458)	3,887,754
TOTAL LIABILITIES AND NET ASSETS	$ 4,125,237	$ 1,523,103	$ (1,486,858)	$ 4,161,482

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATING STATEMENT OF ACTIVITIES
For the Year Ended June 30, 2015

	Gibson Center for Senior Services, Inc.	Silver Lake Senior Housing Corporation	Eliminations	Consolidated Totals
CHANGES IN UNRESTRICTED NET ASSETS:				
Fees and grants from governmental agencies	$ 347,795			$ 347,795
Town appropriations	50,000			50,000
Contributions	213,982	$ 3,600		217,582
Fund raising	117,257			117,257
Rental income	7,500	147,625		155,125
Interest and dividend income	6,993	163		7,156
Other income	60,348	4,505	$ (17,100)	47,753
Net unrealized and realized gains on investments	8,055			8,055
TOTAL UNRESTRICTED REVENUES AND GAINS	811,930	155,893	(17,100)	950,723
NET ASSETS RELEASED FROM RESTRICTIONS:				
Satisfaction of donor restrictions	12,230			12,230
TOTAL NET ASSETS RELEASED FROM RESTRICTIONS	12,230	-	-	12,230
TOTAL UNRESTRICTED REVENUES AND GAINS AND OTHER SUPPORT	824,160	155,893	(17,100)	962,953
EXPENSES:				
PROGRAM SERVICES:				
Nutrition	425,661			425,661
Transportation	107,652			107,652
Social and Educational	100,335			100,335
Total Program Services	633,648	-	-	633,648
SUPPORTING SERVICES:				
Management and general	118,537	181,064	(17,100)	282,501
Fund raising	133,744			133,744
Total Supporting Services	252,281	181,064	(17,100)	416,245
TOTAL EXPENSES	885,929	181,064	(17,100)	1,049,893
(DECREASE) IN UNRESTRICTED NET ASSETS	(61,769)	(25,171)	-	(86,940)
CHANGES IN TEMPORARILY RESTRICTED NET ASSETS:				
Contributions	6,271			6,271
Net assets released from restrictions	(12,230)			(12,230)
(DECREASE) IN TEMPORARILY RESTRICTED NET ASSETS	(5,959)	-	-	(5,959)
(DECREASE) IN NET ASSETS	(67,728)	(25,171)	-	(92,899)
NET ASSETS, July 1	4,066,323	1,306,889	(1,485,458)	3,887,754
NET ASSETS, June 30	$ 3,998,595	$ 1,281,718	$ (1,485,458)	$ 3,794,855

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATING STATEMENT OF ACTIVITIES
For the Year Ended June 30, 2014

	Gibson Center for Senior Services, Inc.	Silver Lake Senior Housing Corporation	Eliminations	Consolidated Totals
CHANGES IN UNRESTRICTED NET ASSETS:				
Fees and grants from governmental agencies	$ 337,148			$ 337,148
Town appropriations	50,000			50,000
Contributions	212,375	$ 90,576	$ (60,576)	242,375
Fund raising	113,924			113,924
Rental income	7,500	144,387		151,887
Interest and dividend income	6,516	36		6,552
Other income	72,659	3,403	(16,800)	59,262
Loss on sale of assets	(5,549)			(5,549)
Net unrealized and realized gains on investments	111,069			111,069
TOTAL UNRESTRICTED REVENUES AND GAINS	905,642	238,402	(77,376)	1,066,668
NET ASSETS RELEASED FROM RESTRICTIONS:				
Satisfaction of donor restrictions	23,699	30,000		53,699
TOTAL NET ASSETS RELEASED FROM RESTRICTIONS	23,699	30,000	-	53,699
TOTAL UNRESTRICTED REVENUES AND GAINS AND OTHER SUPPORT	929,341	268,402	(77,376)	1,120,367
EXPENSES:				
PROGRAM SERVICES:				
Nutrition	438,567			438,567
Transportation	108,577			108,577
Social and Educational	116,044			116,044
Total Program Services	663,188	-	-	663,188
SUPPORTING SERVICES:				
Management and general	119,060	185,294	(16,800)	287,554
Fund raising	122,600			122,600
Total Supporting Services	241,660	185,294	(16,800)	410,154
TOTAL EXPENSES	904,848	185,294	(16,800)	1,073,342
INCREASE (DECREASE) IN UNRESTRICTED NET ASSETS	24,493	83,108	(60,576)	47,025
CHANGES IN TEMPORARILY RESTRICTED NET ASSETS:				
Contributions	40,343			40,343
Net assets released from restrictions	(23,699)	(30,000)		(53,699)
INCREASE (DECREASE) IN TEMPORARILY RESTRICTED NET ASSETS	16,644	(30,000)	-	(13,356)
INCREASE (DECREASE) IN NET ASSETS	41,137	53,108	(60,576)	33,669
NET ASSETS, July 1	4,025,186	1,253,781	(1,424,882)	3,854,085
NET ASSETS, June 30	$ 4,066,323	$ 1,306,889	$ (1,485,458)	$ 3,887,754

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2015

Gibson Center for Senior Services, Inc.:

	Program Services				Supporting Services			
	Nutrition	Transportation	Social and Educational	Total Program Services	Management and General	Fund Raising	Total Supporting Services	Total Expenses
Salaries and wages	$ 217,307	$ 56,857	$ 54,213	$ 328,377	$ 20,203	$ 78,872	$ 99,075	$ 427,452
Payroll taxes	15,191	3,988	3,748	22,927	1,537	5,507	7,044	29,971
Employee benefits	38,535	4,577	11,787	54,899	6,792	16,255	23,047	77,946
Total Salaries and Related Expenses	271,033	65,422	69,748	406,203	28,532	100,634	129,166	535,369
Food	67,790	-	-	67,790	-	-	-	67,790
Direct program expenses	16,521	905	27,736	45,162	180	16,836	17,016	62,178
Vehicle expenses	-	15,968	-	15,968	-	-	-	15,968
Travel	8,892	67	-	8,959	275	446	721	9,680
Conferences and training	662	429	-	1,091	25	-	25	1,116
Insurance	9,027	2,377	362	11,766	3,684	362	4,046	15,812
Telephone	591	222	222	1,035	222	222	444	1,479
Professional services	5,168	1,548	1,548	8,264	1,548	9,948	11,496	19,760
Postage	336	-	-	336	383	275	658	994
Office expenses	3,624	739	719	5,082	1,189	1,938	3,127	8,209
Public relations/communications	281	98	-	379	-	126	126	505
Special events	-	-	-	-	-	2,957	2,957	2,957
Utilities	21,044	4,847	-	25,891	7,439	-	7,439	33,330
Repairs and maintenance	20,692	4,829	-	25,521	12,401	-	12,401	37,922
Foundation and investment expenses	-	-	-	-	6,424	-	6,424	6,424
Total Expenses Before Depreciation	425,661	97,451	100,335	623,447	62,302	133,744	196,046	819,493
Depreciation expense	-	10,201	-	10,201	56,235	-	56,235	66,436
Total Expenses	$ 425,661	$ 107,652	$ 100,335	$ 633,648	$ 118,537	$ 133,744	$ 252,281	$ 885,929

Silver Lake Senior Housing Corporation:

	Program Services				Supporting Services			
	Nutrition	Transportation	Social and Educational	Total Program Services	Management and General	Fund Raising	Total Supporting Services	Total Expenses
Salaries and wages	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Payroll taxes	-	-	-	-	-	-	-	-
Employee benefits	-	-	-	-	-	-	-	-
Total Salaries and Related Expenses	-	-	-	-	-	-	-	-
Food	-	-	-	-	-	-	-	-
Direct program expenses	-	-	-	-	-	-	-	-
Vehicle expenses	-	-	-	-	-	-	-	-
Travel	-	-	-	-	641	-	641	641
Conferences and training	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	11,102	-	11,102	11,102
Telephone	-	-	-	-	526	-	526	526
Professional services	-	-	-	-	4,730	-	4,730	4,730
Postage	-	-	-	-	98	-	98	98
Office expenses	-	-	-	-	620	-	620	620
Public relations/communications	-	-	-	-	-	-	-	-
Special events	-	-	-	-	-	-	-	-
Utilities	-	-	-	-	41,731	-	41,731	41,731
Repairs and maintenance	-	-	-	-	34,166	-	34,166	34,166
Advertising	-	-	-	-	-	-	-	-
Management fees	-	-	-	-	17,100	-	17,100	17,100
Interest expense	-	-	-	-	6,256	-	6,256	6,256
Payments in lieu of real estate taxes	-	-	-	-	13,739	-	13,739	13,739
Total Expenses Before Depreciation	-	-	-	-	130,709	-	130,709	130,709
Depreciation expense	-	-	-	-	50,355	-	50,355	50,355
Total Expenses	$ -	$ -	$ -	$ -	$ 181,064	$ -	$ 181,064	$ 181,064

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES (CONTINUED)
For the Year Ended June 30, 2015

Eliminations:

	Program Services				Supporting Services			
	Nutrition	Transportation	Social and Educational	Total Program Services	Management and General	Fund Raising	Total Supporting Services	Total Expenses
Salaries and wages	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Payroll taxes	-	-	-	-	-	-	-	-
Employee benefits	-	-	-	-	-	-	-	-
Total Salaries and Related Expenses	-	-	-	-	-	-	-	-
Food	-	-	-	-	-	-	-	-
Direct program expenses	-	-	-	-	-	-	-	-
Vehicle expenses	-	-	-	-	-	-	-	-
Travel	-	-	-	-	-	-	-	-
Conferences and training	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-
Telephone	-	-	-	-	-	-	-	-
Professional services	-	-	-	-	-	-	-	-
Postage	-	-	-	-	-	-	-	-
Office expenses	-	-	-	-	-	-	-	-
Public relations/communications	-	-	-	-	-	-	-	-
Special events	-	-	-	-	-	-	-	-
Utilities	-	-	-	-	-	-	-	-
Repairs and maintenance	-	-	-	-	-	-	-	-
Real estate taxes	-	-	-	-	-	-	-	-
Advertising	-	-	-	-	-	-	-	-
Foundation and investment expenses	-	-	-	-	-	-	-	-
Management fees	-	-	-	-	(17,100)	-	(17,100)	(17,100)
Interest expense	-	-	-	-	-	-	-	-
Payments in lieu of real estate taxes	-	-	-	-	-	-	-	-
Total Expenses Before Depreciation	-	-	-	-	(17,100)	-	(17,100)	(17,100)
Depreciation expense	-	-	-	-	-	-	-	-
Total Expenses	$ -	$ -	$ -	$ -	$ (17,100)	$ -	$ (17,100)	$ (17,100)

Consolidated Totals:

	Program Services				Supporting Services			
	Nutrition	Transportation	Social and Educational	Total Program Services	Management and General	Fund Raising	Total Supporting Services	Total Expenses
Salaries and wages	$ 217,307	$ 56,857	$ 54,213	$ 328,377	$ 20,203	$ 78,872	$ 99,075	$ 427,452
Payroll taxes	15,191	3,988	3,748	22,927	1,537	5,507	7,044	29,971
Employee benefits	38,535	4,577	11,787	54,899	6,792	16,255	23,047	77,946
Total Salaries and Related Expenses	271,033	65,422	69,748	406,203	28,532	100,634	129,166	535,369
Food	67,790	-	-	67,790	-	-	-	67,790
Direct program expenses	16,521	905	27,736	45,162	180	16,836	17,016	62,178
Vehicle expense	-	15,968	-	15,968	-	-	-	15,968
Travel	8,892	67	-	8,959	916	446	1,362	10,321
Conferences and training	662	429	-	1,091	25	-	25	1,116
Insurance	9,027	2,377	362	11,766	14,786	362	15,148	26,914
Telephone	591	222	222	1,035	748	222	970	2,005
Professional services	5,168	1,548	1,548	8,264	6,278	9,948	16,226	24,490
Postage	336	-	-	336	481	275	756	1,092
Office expenses	3,624	739	719	5,082	1,809	1,938	3,747	8,829
Public relations/communications	281	98	-	379	-	126	126	505
Special events	-	-	-	-	-	2,957	2,957	2,957
Utilities	21,044	4,847	-	25,891	49,170	-	49,170	75,061
Repairs and maintenance	20,692	4,829	-	25,521	46,567	-	46,567	72,088
Advertising	-	-	-	-	-	-	-	-
Foundation and investment expenses	-	-	-	-	6,424	-	6,424	6,424
Interest expense	-	-	-	-	6,256	-	6,256	6,256
Payments in lieu of real estate taxes	-	-	-	-	13,739	-	13,739	13,739
Total Expenses Before Depreciation	425,661	97,451	100,335	623,447	175,911	133,744	309,655	933,102
Depreciation expense	-	10,201	-	10,201	106,590	-	106,590	116,791
Total Expenses	$ 425,661	$ 107,652	$ 100,335	$ 633,648	$ 282,501	$ 133,744	$ 416,245	$ 1,049,893

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2014

Gibson Center for Senior Services, Inc.:

	Program Services				Supporting Services			
	Nutrition	Transportation	Social and Educational	Total Program Services	Management and General	Fund Raising	Total Supporting Services	Total Expenses
Salaries and wages	$ 221,184	$ 54,289	$ 52,749	$ 328,222	$ 22,109	$ 76,562	$ 98,671	$ 426,893
Payroll taxes	16,236	3,999	3,749	23,984	1,520	5,703	7,223	31,207
Employee benefits	46,172	6,276	12,037	64,485	8,908	17,136	26,044	90,529
Total Salaries and Related Expenses	283,592	64,564	68,535	416,691	32,537	99,401	131,938	548,629
Food	63,713	-	-	63,713	-	-	-	63,713
Direct program expenses	18,421	1,716	44,126	64,263	110	14,478	14,588	78,851
Vehicle expense	-	17,160	-	17,160	-	-	-	17,160
Travel	11,476	183	-	11,659	386	419	805	12,464
Conferences and training	760	60	-	820	10	-	10	830
Insurance	8,329	2,203	362	10,894	3,473	362	3,835	14,729
Telephone	564	212	211	987	210	211	421	1,408
Professional services	6,155	1,924	1,924	10,003	2,364	1,924	4,288	14,291
Postage	204	-	-	204	332	207	539	743
Office expenses	3,239	946	886	5,071	1,363	1,667	3,030	8,101
Public relations/communications	557	-	-	557	-	1,557	1,557	2,114
Special events	-	-	-	-	-	2,374	2,374	2,374
Utilities	21,498	4,737	-	26,235	7,688	-	7,688	33,923
Repairs and maintenance	20,059	4,671	-	24,730	9,575	-	9,575	34,305
Foundation and investment expenses	-	-	-	-	6,567	-	6,567	6,567
Total Expenses Before Depreciation	438,567	98,376	116,044	652,987	64,615	122,600	187,215	840,202
Depreciation expense	-	10,201	-	10,201	54,445	-	54,445	64,646
Total Expenses	$ 438,567	$ 108,577	$ 116,044	$ 663,188	$ 119,060	$ 122,600	$ 241,660	$ 904,848

Silver Lake Senior Housing Corporation:

	Program Services				Supporting Services			
	Nutrition	Transportation	Social and Educational	Total Program Services	Management and General	Fund Raising	Total Supporting Services	Total Expenses
Salaries and wages	$ -	$ -	$ -	$ -	$ 25	$ -	$ 25	$ 25
Payroll taxes	-	-	-	-	2	-	2	2
Employee benefits	-	-	-	-	819	-	819	819
Total Salaries and Related Expenses	-	-	-	-	846	-	846	846
Food	-	-	-	-	-	-	-	-
Direct program expenses	-	-	-	-	-	-	-	-
Vehicle expenses	-	-	-	-	-	-	-	-
Travel	-	-	-	-	481	-	481	481
Conferences and training	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	10,777	-	10,777	10,777
Telephone	-	-	-	-	508	-	508	508
Professional services	-	-	-	-	5,586	-	5,586	5,586
Postage	-	-	-	-	92	-	92	92
Office expenses	-	-	-	-	886	-	886	886
Public relations/communications	-	-	-	-	-	-	-	-
Special events	-	-	-	-	-	-	-	-
Utilities	-	-	-	-	40,455	-	40,455	40,455
Repairs and maintenance	-	-	-	-	39,991	-	39,991	39,991
Advertising	-	-	-	-	383	-	383	383
Management fees	-	-	-	-	16,800	-	16,800	16,800
Interest expense	-	-	-	-	6,743	-	6,743	6,743
Payments in lieu of real estate taxes	-	-	-	-	14,432	-	14,432	14,432
Total Expenses Before Depreciation	-	-	-	-	137,980	-	137,980	137,980
Depreciation expense	-	-	-	-	47,314	-	47,314	47,314
Total Expenses	$ -	$ -	$ -	$ -	$ 185,294	$ -	$ 185,294	$ 185,294

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES (CONTINUED)
For the Year Ended June 30, 2014

Eliminations:

	Program Services				Supporting Services			
	Nutrition	Transportation	Social and Educational	Total Program Services	Management and General	Fund Raising	Total Supporting Services	Total Expenses
Salaries and wages	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Payroll taxes	-	-	-	-	-	-	-	-
Employee benefits	-	-	-	-	-	-	-	-
Total Salaries and Related Expenses	-	-	-	-	-	-	-	-
Food	-	-	-	-	-	-	-	-
Direct program expenses	-	-	-	-	-	-	-	-
Vehicle expenses	-	-	-	-	-	-	-	-
Travel	-	-	-	-	-	-	-	-
Conferences and training	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-
Telephone	-	-	-	-	-	-	-	-
Professional services	-	-	-	-	-	-	-	-
Postage	-	-	-	-	-	-	-	-
Office expenses	-	-	-	-	-	-	-	-
Public relations/communications	-	-	-	-	-	-	-	-
Special events	-	-	-	-	-	-	-	-
Utilities	-	-	-	-	-	-	-	-
Repairs and maintenance	-	-	-	-	-	-	-	-
Real estate taxes	-	-	-	-	-	-	-	-
Advertising	-	-	-	-	-	-	-	-
Foundation and investment expenses	-	-	-	-	-	-	-	-
Management fees	-	-	-	-	(16,800)	-	(16,800)	(16,800)
Interest expense	-	-	-	-	-	-	-	-
Payments in lieu of real estate taxes	-	-	-	-	-	-	-	-
Total Expenses Before Depreciation	-	-	-	-	(16,800)	-	(16,800)	(16,800)
Depreciation expense	-	-	-	-	-	-	-	-
Total Expenses	$ -	$ -	$ -	$ -	$ (16,800)	$ -	$ (16,800)	$ (16,800)

Consolidated Totals:

	Program Services				Supporting Services			
	Nutrition	Transportation	Social and Educational	Total Program Services	Management and General	Fund Raising	Total Supporting Services	Total Expenses
Salaries and wages	$ 221,184	$ 54,289	$ 52,749	$ 328,222	$ 22,134	$ 76,562	$ 98,696	$ 426,918
Payroll taxes	16,236	3,999	3,749	23,984	1,522	5,703	7,225	31,209
Employee benefits	46,172	6,276	12,037	64,485	9,727	17,136	26,863	91,348
Total Salaries and Related Expenses	283,592	64,564	68,535	416,691	33,383	99,401	132,784	549,475
Food	63,713	-	-	63,713	-	-	-	63,713
Direct program expenses	18,421	1,716	44,126	64,263	110	14,478	14,588	78,851
Vehicle expense	-	17,160	-	17,160	-	-	-	17,160
Travel	11,476	183	-	11,659	867	419	1,286	12,945
Conferences and training	760	60	-	820	10	-	10	830
Insurance	8,329	2,203	362	10,894	14,250	362	14,612	25,506
Telephone	564	212	211	987	718	211	929	1,916
Professional services	6,155	1,924	1,924	10,003	7,950	1,924	9,874	19,877
Postage	204	-	-	204	424	207	631	835
Office expenses	3,239	946	886	5,071	2,249	1,667	3,916	8,987
Public relations/communications	557	-	-	557	-	1,557	1,557	2,114
Special events	-	-	-	-	-	2,374	2,374	2,374
Utilities	21,498	4,737	-	26,235	48,143	-	48,143	74,378
Repairs and maintenance	20,059	4,671	-	24,730	49,566	-	49,566	74,296
Advertising	-	-	-	-	383	-	383	383
Foundation and investment expenses	-	-	-	-	6,567	-	6,567	6,567
Interest expense	-	-	-	-	6,743	-	6,743	6,743
Payments in lieu of real estate taxes	-	-	-	-	14,432	-	14,432	14,432
Total Expenses Before Depreciation	438,567	98,376	116,044	652,987	185,795	122,600	308,395	961,382
Depreciation expense	-	10,201	-	10,201	101,759	-	101,759	111,960
Total Expenses	$ 438,567	$ 108,577	$ 116,044	$ 663,188	$ 287,554	$ 122,600	$ 410,154	$ 1,073,342

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATING STATEMENT OF CASH FLOWS
For the Year Ended June 30, 2015

	Gibson Center for Senior Services, Inc.	Silver Lake Senior Housing Corporation	Eliminations	Consolidated Totals
Cash Flows From Operating Activities:				
Cash received from grants and contributions	$ 609,031			$ 609,031
Interest income received	662			662
Other income received	168,005	$ 154,652		322,657
Management fees received from affiliate	17,100		$ (17,100)	-
Cash paid to employees	(425,569)			(425,569)
Cash paid to suppliers	(390,940)	(114,637)		(505,577)
Interest paid		(6,256)		(6,256)
Cash paid for management fees to affiliate		(17,100)	17,100	-
Net Cash Provided (Used) by Operating Activities	(21,711)	16,659	-	(5,052)
Cash Flows From Investing Activities:				
Distributions from New Hampshire Charitable Foundation	28,134			28,134
Redemption of investments	62,055			62,055
Purchases of property and equipment	(4,902)	(64,291)		(69,193)
Net Cash Provided (Used) by Investing Activities	85,287	(64,291)	-	20,996
Cash Flows From Financing Activities:				
Payments on notes payable		(14,984)		(14,984)
Net Cash Used by Financing Activities	-	(14,984)	-	(14,984)
Net increase (decrease) in cash and cash equivalents	63,576	(62,616)	-	960
Cash and cash equivalents, July 1	25,020	109,731	-	134,751
Cash and cash equivalents, June 30	$ 88,596	$ 47,115	$ -	$ 135,711
Reconciliation of Increase (Decrease) in Net Assets to Net Cash Provided by Operating Activities:				
(Decease) in net assets	$ (47,556)	$ (25,171)		$ (72,727)
Adjustments to Reconcile (Decrease) in Net Assets to Net Cash Provided by Operating Activities:				
Depreciation	66,436	50,355		116,791
Change in assets held by New Hampshire Charitable Foundation	(28,134)			(28,134)
Changes in operating assets and liabilities:				
(Increase) in accounts receivable	(9,017)			(9,017)
(Increase) Decrease in prepaid expenses	(1,244)	347		(897)
(Increase) in deposits		(1,241)		(1,241)
(Decrease) in accounts payable	(2,827)	(7,631)		(10,458)
Increase in accrued expenses	631			631
Net Cash Provided (Used) by Operating Activities	$ (21,711)	$ 16,659	$ -	$ (5,052)

GIBSON CENTER FOR SENIOR SERVICES, INC. AND AFFILIATE
CONSOLIDATING STATEMENT OF CASH FLOWS
For the Year Ended June 30, 2014

	Gibson Center for Senior Services, Inc.	Silver Lake Senior Housing Corporation	Eliminations	Consolidated Totals
Cash Flows From Operating Activities:				
Cash received from grants and contributions	$ 621,728			$ 621,728
Interest income received	407			407
Other income received	177,257	$ 209,667		386,924
Management fees received from affiliate	16,826		$ (16,826)	-
Cash paid to employees	(441,430)	(25)		(441,455)
Cash paid to suppliers	(417,011)	(104,060)		(521,071)
Interest paid		(6,743)		(6,743)
Cash paid for management fees to affiliate		(16,826)	16,826	-
Net Cash Provided by Operating Activities	(42,223)	82,013	-	39,790
Cash Flows From Investing Activities:				
Distributions from New Hampshire Charitable Foundation	26,781			26,781
Purchases of investments	(52,378)			(52,378)
Purchases of property and equipment	(25,916)	(87,752)		(113,668)
Net Cash Used for Investing Activities	(51,513)	(87,752)	-	(139,265)
Cash Flows From Financing Activities:				
Investment in affiliate	(60,576)		60,576	-
Proceeds from parent		60,576	(60,576)	-
Payments on notes payable		(14,498)		(14,498)
Net Cash Used for Financing Activities	(60,576)	46,078	-	(14,498)
Net increase (decrease) in cash and cash equivalents	(154,312)	40,339	-	(113,973)
Cash and cash equivalents, July 1	179,332	69,392	-	248,724
Cash and cash equivalents, June 30	$ 25,020	$ 109,731	$ -	$ 134,751
Reconciliation of Increase in Net Assets to Net Cash Provided (Used) by Operating Activities:				
Increase in net assets	$ 41,137	$ 53,108		$ 94,245
Adjustments to Reconcile Increase in Net Assets to Net Cash Provided (Used) by Operating Activities:				
Contributions from affiliate		(60,576)		(60,576)
Depreciation	64,646	47,314		111,960
Change in assets held by New Hampshire Charitable Foundation	(110,610)			(110,610)
Loss on sale of assets	5,549			5,549
Changes in operating assets and liabilities:				
(Increase) Decrease in accounts receivable	(18,138)	10		(18,128)
(Increase) Decrease in due from affiliate		30,000	$ (30,000)	-
(Increase) Decrease in prepaid expenses	14,955	(885)		14,070
Decrease in inventory		(148)		(148)
Decrease in deposits	10,000	12,765		22,765
(Decrease) in accounts payable	(6,569)	(1,406)		(7,975)
Increase (Decrease) in accrued expenses	(13,193)			(13,193)
Increase in due to affiliate	(30,000)		30,000	-
Increase in security deposit payable		1,831		1,831
Net Cash Provided by Operating Activities	$ (42,223)	$ 82,013	$ -	$ 39,790

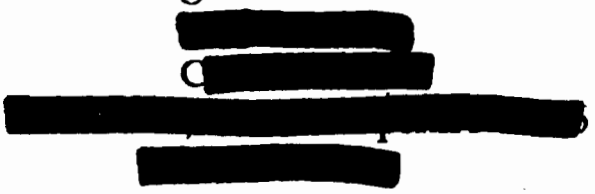
The Gibson Center for Senior Services, Inc.

PO Box 655 • 14 Grove St. • North Conway, New Hampshire 03860-0655
603-356-3231 • Fax: 603-356-0100 • www.gibsoncenter.org

Gibson Center [illegible] Contract
Current Board of [illegible]

Barbara	Campbell	
Kyler	Drew	
John	Edgerton	
Deborah	Fauver	President
George	Fredette	
Barbara	Holmes	
Joan	Kenney	
Peter	Levesque	
Charles	Macomber	Vice President
Fay	Reilly	
Cathy	Ryan	
William	Sanborn	
Linda	Sorensen	
Patricia	Stell Fleck	Secretary
Jim	Umberger	
Ted	Wroblewski	Treasurer

George M. Cleveland



Summary

Over 20 years experience in all phases of radio broadcasting, including sales, management, news and on-air work.

Strong public communication skills as emcee, auctioneer, on-site event announcer and interviewer.

With over 3,000 interviews conducted, most at least 20 minutes in length, a decidedly good listener.

Hands on experience with fundraising: development, capital campaigns, and annual appeals.

Solid experience in writing print and broadcast ads, press releases, brochures, stories and ancillary materials.

Extensive marketing/public relations skills; acted as consultant for numerous non-profits, resort properties, events and theatrical presentations.

Extensive contacts in regional politics, social service agencies, communications and tourism industries.

Full Time Employment Experience

1978-1980: Public Relations Director; Mt. Washington Valley Chamber of Commerce, North Conway, NH.

1980-1985: General Sales Manager; WMWV AM-FM, Conway, NH.

1985-1989: Sales Associate; Pinkham Real Estate, North Conway, NH.

1988-1991: Proprietor; Hammerfall Auctions, Conway, NH.

1992-2000: Program Director & News Hour Host; WMWV/WBNC, Conway, NH.

2000-Present: Executive Director; Gibson Center for Senior Services, North Conway, NH.

Present Responsibilities

Overseeing staff of 15 responsible for day-to-day operations of food & nutrition programs, transportation and social and educational programs serving over 800 participants. Responsible for creating and implementing fundraising programs, grant writing and community relations. Extensive interaction with state and local social service agencies to assure best coordination and use of resources. Works with Administration Director in preparation of annual budget and negotiation of contracts and agreements for services.

Significant Achievements

Extensive fundraising work from Capital Campaign development to local charities and events. A strong believer in an empathetic approach to fundraising.

Member of Capital Campaign Committee for The Barnstormers Theatre's successful one million dollar renovation project.

Helped local and regional non-profits raise over one million dollars in grassroots fundraising

Written numerous articles and press releases for local, national and international publications.

Have won two Golden Mike Awards from NH Association of Broadcasters for Best Public Affairs Program and two Merit Awards for Best Feature Program.

Co-hosted two-hour live national television broadcast on QVC promoting Zeb's General Store and New England products, October 1994. Guest appearance on QVC's Best of New Hampshire broadcast, October 1995. Featured on C-SPAN's "American Presidents" series, August 1999.

Co-producer and performer in "A Visit With President Grover Cleveland", a one -man show presented to schools, tour and civic groups throughout New England.

Member of the Board, The Barnstormers Theatre
Advisor to Mt. Washington Valley Arts Jubilee
Advisor to Mt. Washington Valley Habitat For Humanity
Moderator, Town of Tamworth, NH, 1978-2001 (end of current term)

##########

KENNETH KASLOW

[redacted]

Administration Director: **Gibson Center for Senior Services, Inc.** N.Conway, NH 5/97-present
Non-profit providing congregate and home delivered meals, transportation and educational programs to elderly and disabled.

- Hire, evaluate and supervise department heads.
- Responsible for payroll, taxes, benefits, workers comp and personnel files.
- Account Receivable, Payable, general ledger, banking, cash control, and financial statements.
- Budget development and management
- Maintain compliance with and statistical tracking of federal and state contracts.
- On site coordinator of computer hardware and software troubleshooting and training.
- Responsible for daily operation of all programs, communications systems, buildings and grounds, and tenant issues.

Accountant/Financial Manager: **Attitash Mountain Service Co.** N. Conway, NH 2/96-5/97
Property maintenance, time-share, hotel, restaurant/bar, real estate and public storage company.

- Supervise Accounts payable, Receivable and Payroll.
- Prepare departmental (14) and consolidated financial statements.
- Work with managers to prepare and maintain budgets.
- Balance and maintain all general ledger accounts.
- Act as financial consultant for managers.
- Design and implement cost saving and streamlining procedures.
- Monitor and manage cash flow.
- Perform employee performance reviews

Controller: **Christmas Farm Inn, Inc.** Jackson NH 6/85-2/96
35-room inn, 3 bars, 75-seat banquet facility, two 65-seat restaurants and a convenience store.

- Multi-division/department general ledger and financial statements.
- Budgeting, cash flow, sales and occupancy analysis.
- Providing financial information, analysis and support to managers.
- Night audit and analysis of general expense accounts.
- Accounts receivable and payable, payroll and fringe benefit administration.
- Purchase and supervise operation of all office equipment.
- Purchase and administer all business insurance policies.

Front Desk: **Christmas Farm Inn, Inc.** Jackson NH 10/84- 5/85

Assistant Manager: **Salem Inn** Salem NH 5/80 - 9/84
Supervised daily operation of independent commercial full service 120-room hotel.

- Hiring, scheduling and supervision of employees.
- Reducing food and beverage costs.
- Food, beverage and supply purchasing.
- Assisted with accounts payable, payroll, and banquet sales.
- Daily sales reports and bank deposits.

Computer Experience: RDP, MAS 90, Excel, Lotus 123, Word, Access, Data Ease, Publisher, One Write Plus, QuickBooks.
Numerous Sharp, Sweda and NCR mechanical and computerized register systems. Basic experience as a network administrator.

Education: BS Hotel/Restaurant Management from New Hampshire College, 1980.

Professional: Notary Public - My commission expires September 3, 2013.
Sampling Agent/Representative-Transient non-community NH water system 12/91-2/96.

FRANCINE LAMPIDIS
[redacted]

OBJECTIVE: To take a leadership position in managing, developing and enhancing services and programs for the senior community.

Profile:

- Twenty years of social service experience of which eighteen were related to seniors
- Effective trainer and presenter
- Team player with proven leadership skills
- Excellent writing and oral communication skills
- Distinguished record of achievement in community service
- Public relations experience at local and state level

Education:

- Bachelor of Arts, College of New Rochelle, New Rochelle, New York. 1965
  Major in English
  Minor in Education

Human Services Employment:

Director of Senior Nutrition Program

- Supervised the serving of over half a million meals to approximately seven hundred people a year
- Introduced weekend, emergency meals and pantry meals
- Established the Madison Meal Site in 1987
- Managed the "Ending Hunger Campaign" from 1987- 1993 increasing donations and awareness of hunger among the elderly
- Researched and prepared reports and statistics for two Long Range Planning Projects
- Acted as a liaison to associations, advisory councils and the public through speaking engagements, radio/TV spots, and memberships
- Developed, supported, and advocated for legislative initiatives for senior services
- Performed outreach and case management for elderly citizens and their families
- Recruited, trained and supervised hundreds of volunteers, saving thousands of dollars each year for the Meals on Wheels Program
- Wrote grants to introduce programs and obtain funds for the Nutrition Program
- Facilitated the Growing Wiser Program for the past five years
- Supervised the food service and nutrition office staff

General Employment History:

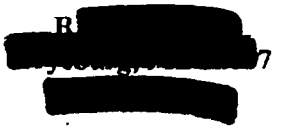
- 1984 – present: -- Nutrition Director at Gibson Center for Senior Services
- 1983-1984 -- Fuel Assistance Outreach Representative for CAP
- 1980-1983—Elementary Teacher--Texas
- 1979 - 1980 – Nutrition Director of Senior Meals
- 1977- 1979 – Northern Coordinator for RSVP
- 1965 -1977 – Elementary Teacher- New York, Pennsylvania, New Hampshire

Awards:

1995 Woman of Achievement, Business and Professional Women's Organization
1994 Gibson Center for Senior Services, Inc., Employee of the Year

References available upon request

Richard B. Spencer, C.W.C.



EDUCATION:

Johnson and Wales University, Culinary Arts Division
Graduated 1982 with Associate of Science in Culinary Arts
Magna cum Laude

Syracuse University
Graduated 1978 with Bachelor of Science in Biology

The Blake Schools
Graduated 1973 with High School Diploma

DISTINCTIONS:

- Certified by the American Culinary Federation as a working chef (CWC)
- Member of Silver Key Honor Society, Johnson and Wales University
- Certified in Sanitation by American Hotel and Motel Ass. (AHMA)
- Certified in Supervision with distinction by the AHMA
- Member of the American Culinary Federation, NH Chapter
- Member of the Association of Food Journalists
- Voted 1990 NH ACF Chef of the Year
- Served as Vice-President, President and Chairman of the Board of ACF NH Chapter from 1987-1991
- Taste of NH Chairman 1993

WORK HISTORY:

10/95 - Present

The Gibson Center, North Conway, NH
Director of Foodservice. Responsible for purchasing and preparing hot meals for congregate dining and home delivered meals. Supervisory role as well as menu and recipe development.

4/90 - 6/98

Taste of the Mountains Cooking School, Glen, NH
Owner, Director and Chef-instructor of nationally recognized cooking school for amateur and professional cooks and bakers.

4/91 - 10/95

The Darby Field Inn, Conway, NH
Chef de Cuisine of a country inn specializing in light gourmet cuisine.

9/83 - 2/92

The Bernerhof Inn, Glen, NH
Chef de Cuisine from 9/83 - 5/88 and Exec. Chef and General Manager from 5/88 - 2/92. Country Inn specializing in Swiss/Continental cuisine.

5/83 - 9/83	Le Bistrot at Chez Alain, North Conway, NH Chef de Cuisine of restaurant specializing in authentic Southwestern France cooking.
RELATED WORK:	- Writer of "Food for Thought", a weekly food column for The Mountain Ear newspaper 1993 - present. - Writer and commentator of "Gourmet Corner", a weekly radio commentary of food lore, logic and history on WMWV FM, North Conway. 1984 - 1992. - Writer of "Gourmet Corner", a weekly column in The Mountain Ear newspaper 1984 - 1992.
VOLUNTEER WORK:	- Teacher/coordinator of Junior ACF Chapter in Mt. Washington Valley - Food Chairman of Memorial Hospital Open Golf Tournament dinner for 200 persons since 1989. - Executive chef of Indian and Pilgrim Buffet for the MWV Arts Ass. 1989 and 1990. - Chef for Project Graduation for Kennet High School, June 1990. Contributing Chef 1991-1993. - Food Chairman and Exec. Chef of Arts Jubilee Kick-off dinner for 350 persons at the Eagle Mtn. House, Jackson, NH, June 1986. - Teaching chef for The Chef and the Child program of the ACF teaching 3rd and 4th graders basic nutritional cooking at Bartlett Elementary School. - Numerous other contributions to organizations such as AARP, Habitat for Humanity, Center of Hope and other charitable organizations.
PERSONAL:	- Born June 20, 1954 - Married in 1991 to Gena Schnelle Spencer - Two children, Laura Crawford (b. 1995) and Lucas Michael (b. 1997)

Gibson Center for Senior Services, Inc.

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
George Cleveland	Executive Director	$83, 627 - 15 months	30%	$25,089
Kenneth Kaslow	Administration Director	$81, 691 – 15 months	40%	$32,676
Francine Lampidis	Nutrition Director	$ 55,695 – 15 months	100%	$55, 695
Rick Spencer	Food Service Director	$ 54,423 – 15 months	100 %	$ 54, 423

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Nutrition and Transportation Contract

This second Amendment to the Nutrition and Transportation contract (hereinafter referred to as "Amendment #2") dated April 13, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Gibson Center for Senior Services, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 14 Grove Street, North Conway, NH, 03860.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 18, 2014 (Item #109) (hereinafter referred to as the "Contract") and amended by an agreement (Amendment #1 to the Contract) approved on November 18, 2014, by the Attorney General, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37) and Exhibit C-1 Paragraph 3, the Department reserves the right to extend the completion date of the contract for up to two years to be exercised by mutual agreements by the parties, upon availability of funding, and acceptable performance of the Statement of Work, the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Department and the Contractor agree to extend the completion date by an additional fifteen months, and to increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #2, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.7, Completion Date, by extending the date to September 30, 2016.
3. Amend General Provisions (Form P-37), Block 1.8, Price Limitation, to read: $651,128.50.
4. Amend General Provisions (Form P-37), Block 1.9, Contracting Officer for State Agency to read: Eric Borrin, Director of Contracts and Procurement.
5. Amend General Provisions (Form P-37), Block 1.10, to read: (603) 271-9558.
6. Delete in its entirety Exhibit A, Scope of Services and replace with Exhibit A Amendment #1, Scope of Services.
7. Amend Exhibit A-1 Geographic Area Form by extending the date to September 30, 2016.
8. Delete in its entirety Exhibit A-2 Congregate Site Information.

Contractor Initials: DLF
Date: 4/24/15

9. Delete in its entirety Exhibit B, Method and Conditions Precedent to Payment and replace with Exhibit B Amendment #1, Method and Conditions Precedent to Payment.
10. Add Exhibit B-4
11. Delete Standard Exhibit C, Special Provisions and replace with Exhibit C, Special Provisions.
12. Delete in its entirety, Exhibit C-1 Revisions to General Provisions, Section 4.
13. Delete Standard Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.

Contractor Initials: AF
Date: 4/24/15

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/5/15
Date

Diane Langley
Director

Gibson Center for Senior Services, Inc.

4/24/15
Date

NAME
TITLE

Acknowledgement:
State of NH, County of Carroll on Apr. 24, 2015, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Name and Title of Notary or ~~Justice of the Peace~~

KENNETH KASLOW, Notary Public
My Commission Expires August 14, 2018

Contractor Initials:
Date: 4/24/15

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/22/15
Date

Name: Megan A. Yaple
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

Contractor Initials: DAF
Date: 4/24/15

Scope of Services

1. Purpose:

The contractor shall provide services in this contract to assist eligible people to live as independently as possible in safety and with dignity.

1.1. The services in this contract are intended for individuals who are not already receiving the same or similar services funded through other programs such as, but not limited to: the Medicaid State Plan, any of the Home and Community Based Care Waivers administered by the Department, the Medicaid Program, or services provided through the Veterans Administration.

2. Contract Period:

The commencement date of this contract shall be effective July 1, 2014 or the date of G& C approval, whichever is later. The completion of this contract shall be September 30, 2016.

3. Population:

Services are for individuals who reside in independent living settings and who meet the eligibility criteria as follows:

3.1. Title III

Individuals who are age 60 and older and with the most economic or social needs as described in:

- Older Americans Act as amended, Section 305,(a)(2)(E) and
- Title III Older Americans Act Services: Title IIB- Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, and Title IIID- Disease Prevention and Health Promotion Services, New Hampshire (NH) Administrative Rule He-E 502.

3.2. Title XX 42 USC §1397 et seq.

Individuals who are age 60 and up or ages 18-59 who a have a chronic illness or disability, and who have maximum monthly income in accordance with, the NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX).

4. Geographic Area to be served:

The Contractor shall provide and ensure delivery of the services listed in Paragraph 5 below to all eligible persons in the towns/cities listed in Geographic Area Exhibit A-1. Nothing in this Agreement shall be construed to limit the ability of the Contractor to provide said services to other eligible persons located in a town/city not listed in Exhibit A-1 when the Department requests the contractor to do so or when the contractor receives approval by the Department.

5. Services Provided in this Agreement

5.1. The Contractor will provide the services denoted by an "x" in 5.3 Services Table below, to the population defined in Paragraph 3 above.

5.2. The Contractor will provide the services denoted by an "x" in 5.3 Services Table below, in accordance with that service's applicable laws, rules, regulations, and terms and conditions in this Agreement.

5.3 Services Table			
	Home Delivered Meals Services	Congregate Meals Services	Transportation Services
Program:			
Title III	x	x	x
Title XX	x	NA	NA

NA means that service is not applicable to this contract.

Contractors Initials: DLF
Date: 4/24/15

6. Service descriptions

6.1. Home-Delivered Meals (funded through Titles III and XX) are delivered to a client at his/her home. A client must be homebound and unable to prepare his/her own meals. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the client including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. Providers Contractors must ensure assure that a visual contact is made with each client in his/her home on each day that meals are delivered as an assurance of the individual's safety, with the exception of meals designated as emergency meals or frozen meals which are delivered to clients in advance of anticipated inclement weather conditions or other adverse conditions.

6.2. Home Delivered Meals funded by Title XX shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX) incorporated by reference into this Agreement.

6.3. Home Delivered Meals funded by Title III shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.

6.4. The Contractor agrees to perform the following: receive inquiries and applications; determine eligibility; notify applicants of eligibility; maintain records for each recipient; train staff and volunteers; monitor and evaluate services; maintain financial records; submit reports as requested to the Bureau of Elderly and Adult Services.

6.5. Congregate Meals (Community Dining) (funded through Title III) are provided in community settings, where individuals travel to a designated site to share a meal with other individuals. Advance registration is not required, and individuals register when arriving at the meal site. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the individual including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. The Contractor shall, within 10 days of the contract effective date submit for Department approval their congregate meal site information.

6.6. Congregate Meals funded by Title III shall be provided according to the rules and policies of the Bureau of Elderly and Adult Services (BEAS), including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older Americans Act of 1965 as amended, incorporated by reference into this Agreement.

6.7. Transportation (funded through Title III) provides transport in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization. Title III Transportation services do not include pleasure excursions that charge individuals a fee for participation.

Contractors Initials: DHF
Date: 4/24/15

6.8. Transportation services funded by Title III shall be provided according to the rules and policies of BEAS, including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.

6.9. Transportation providers must be in compliance with all applicable Federal and State Department of Transportation and Department of Safety regulations. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500 and inspected in accordance with NH Administrative Rule Saf-C 3200. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing and NH Administrative Rule Saf-C 1800 Commercial drivers licensing, as applicable.

7. Service Compliance Requirements

7.1. Access to Services

7.1.1. Individuals access the services described in this contract through one of two ways. They may apply directly for services to the contractor or be referred to the contractor by the Adult Protective Services Program as a result of a substantiated report of neglect, abuse, or exploitation.

7.1.1.1. Client directly applies for services: The Contractor shall determine eligibility for these services in accordance with the rules and requirements of the Title III and Title XX Programs. The contractor shall determine the eligibility of the individual; and with the exception of Congregate Meals and Transportation, provide written notice of eligibility within 45 days from the date eligibility was determined, indicate what services are to be provided and their frequency, and indicate the beginning and end dates for individual's period of eligibility.

7.1.1.2. Client referred by Adult Protective Services (APS): The contractor does not take an application, determine or redetermine the client's eligibility or issue notifications. The client's case will be managed by the APS staff. The referral will a protective services plan that the APS worker puts into place to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, or exploitation.

7.2. Client Application/Request for Services

The Contractor shall complete an intake and application for services, in accordance with New Hampshire Administrative Rule He-E 500. Title XX Home-Delivered contractors shall use Form 3000 Application provided by DHHS. Title III Home-Delivered Meals contractors may use Form 3000 or a form of their own that includes the same information as the Form 3000. Congregate meals and transportation do not require an application per se but require participants to sign up for the service as a way to request the service. The Contractor submits these signature lists as verification that the service was provided.

7.3. Client Eligibility

7.3.1. The Contractor shall determine eligibility for services and shall be in compliance with both Title III and Title XX requirements regarding eligibility determination, notice of eligibility and the individual's period of eligibility as applicable.

7.3.2. In order for clients to be eligible to receive home-delivered meals through both Title III and Title XX, the client needs to demonstrate that he or she cannot prepare meals and that the individual is:

7.3.2.1. Homebound; or

7.3.2.2. Temporarily homebound due to recovery from illness or injury.

7.3.2.3. In order for clients to be eligible to receive congregate meals and transportation, they must be age 60 or older. They must sign up for these services prior to

receiving them. A written application is not required. Individuals who are less than 60 years of age may receive congregate meals if they are:

(1) The spouses of individuals who accompany them to the meal site;

(2) Individuals providing volunteer services at the congregate meal site during meal hours;

(3) Individuals with disabilities who reside at home with an individual who is receiving Title III services; and

(4) Individuals with disabilities under the age of 60 who are not older individuals, but who reside in housing facilities occupied by older individuals where congregate meals are provided.

7.3.3. Eligibility determination

The Contractor shall submit its policies and procedures for client eligibility determination for services to DHHS for review and approval, within 30 days of the start of each State Fiscal Year.

For Home Delivered Meals:
The Contractor shall provide a written notice of the eligibility decision, for individuals determined to be eligible to receive services, to the individual as soon as possible, but no later than 45 calendar days from the date of determination. This notice shall include:
1)The services to be provided, and when;
2)The eligibility period; and
3)Contact information for the contractor.

If the client is determined to not be eligible for service(s), the notice shall include:
1)The reason(s) for the denial;
2)A statement regarding the right of the individual or his or her authorized representative to request an informal resolution or appeal of the eligibility determination decision.
3)Contact information for requesting an appeal.

7.3.4. Redetermination of Service Eligibility.

The Contractor shall submit its policies and procedures for client eligibility redetermination for services to DHHS for review and approval, within 30 days of start of each State Fiscal Year.

For Home Delivered Meals:
1)The Contractor shall review the individual's service record annually while services are being provided. The review shall be completed within 30 days prior to the anniversary date on which eligibility began.
2)The Contractor shall make a decision to re-certify or terminate the individual's services based on the requirements contained in Title III and Title XX administrative rules and document the decision by making a notation in the individuals' service record.

7.3.5. Termination of Services.

Services shall be terminated when:
1)The individual or his or her authorized representative requests that the services be terminated;
2)The individual no longer meets the eligibility requirements for services;
3)Funding by the State for the service(s) is no longer available;
4)The individual did not reapply for services as required by program rules;
5)The individual has been admitted to a nursing home or residential care facility; or

6) The individual is deceased.

7.3.6. Service Authorizations for Eligible Clients.
Once the client has been determined eligible to receive home delivered meals and congregate meals services, the contractor shall obtain a service authorization from DHHS in order to be reimbursed from this contract for allowable costs in providing services to that client. Transportation services do not require service authorizations.

7.3.6.1. The Contractor shall submit a completed Form 3502 "Contract Service Authorization-New Authorization" for each client who has been determined eligible to receive home delivered and/or congregate meals services. More than one service may be included on a Form 3502. The completed Form 3502 shall be submitted to:

Bureau of Data Management
129 Pleasant Street
Concord, NH 03301

7.4. Client Assessments

The contractor shall assess the individual's needs and develop written service plans, keep written progress notes; and monitor and adjust service plans to meet the individual's needs in accordance with NH Administrative Rule 500.

7.5. Person centered provision of services

The Contractor agrees to incorporate into its agency's functions, policies, staff-client interactions and in the provision of all services in this Agreement the following Guiding Principles for Person-Centered Planning Philosophy:

7.5.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
- 7.5.1.1. Individual's wishes, values, and beliefs are considered and respected.
- 7.5.1.2. Individual is listened to; needs and concerns are addressed.
- 7.5.1.3. Individual receives the information he/she needs to make informed decisions.

7.5.2. Planning is responsive to the individual. His or her preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.

7.5.3. Services are designed, scheduled, and delivered to best meet the needs and preferences of the individual.

7.5.4. The system is committed to excellence and quality improvement:

7.5.5. Individual rights are affirmed and protected.

7.5.6. Individuals are protected from exploitation, abuse, and neglect.

7.5.7. The service system is accessible, responsive, and accountable to the individual.

7.5.8. Person-centered planning may be incorporated into existing service plans or documents already being used by the contractor.

7.6. Staffing

The Contractor agrees to adhere to the following staffing requirements:

7.6.1. Provide sufficient staff to perform all tasks specified in this Agreement. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients and geographic area as identified in this Agreement.

7.6.2. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their

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respective positions. This includes keeping up-to-date personnel and training records and documentation of all individuals requiring licenses and/or certifications. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to DHHS within thirty days of approval of the Contract Agreement. The plan shall include but not be limited to:

7.6.3. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;

7.6.4. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;

7.6.5. A description of time frames necessary for obtaining staff replacements;

7.6.6. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience; and

7.6.7. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

7.7. Service Delivery Verification

The following are the performance measure reporting requirements for each service identified in Section 1.

1) Eligibility:

a) The number of applications for home delivered meals and the number of requests for congregate meals and transportation and

i) The number and percent of applicants found eligible for each service; and

ii) The number and percent of applicants found ineligible for each service.

The contractor will indicate the reasons applicants were found ineligible and what quality improvement activities are to be initiated to address concerns about eligibility.

2) Quality and Appropriateness:

a) Plans of Care: For home delivered meals the number and percent of individuals' plans of care contain evidence of person-centered planning

i) The number and percent of individuals who have experienced a safety-related incident or accident which occurs during times of face-to-face contact with the client(s); The number and percent of individuals for whom a report to Adult Protective Services was made.

b) Experience: The number and percent of individuals surveyed (via telephone, mail, e-mail, or face-to-face) who report their experiences with their services and providers have been satisfactory or better.

c) The contractor will indicate the reasons why:

i) For home delivered meals, applicants' plans of care did not include evidence of person-centered planning;

ii) Applicants experienced safety-related incidents which occurs during times of face-to-face contact with the client(s); Applicants were referred to Adult Protective Services; and

iii) The number and percent of individuals surveyed who reported their experiences with their services and providers were not satisfactory or better.

d) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about the quality and appropriateness of care.

3) The Contractor must survey a sample of participants for each contracted service and provide their survey methodology, in writing, to BEAS.

4) Service Delivery

a) The number of open cases at the end of each reporting period, and

i) The number and percent of days individuals did not receive a planned service(s) due to the service(s) not being available due to inadequate staffing or other related provider issue or due to lack of transportation, etc.

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b) The Contractor will indicate the reasons applicants did not receive their planned services.
c) The Contractor will describe the quality improvement activities to be initiated to address identified concerns about service delivery.

7.8. Reporting Requirements:

7.8. Reporting Requirements:
The Contractor shall complete quarterly reports on a pre-defined electronic form provided by the Department. Quarterly is defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30. The Contractor shall submit the quarterly reports to the Department by October 15, January 15, April 15, and July 15 as applicable to each State Fiscal Year in the contract period. The data will include, but not be limited to the following:

- Expenses by program service provided. Service is defined as Home Delivered Meals, Congregate Meals & Transportation;
- Revenue, by program service provided, by funding source;
- Actual Units served, by program service provided, by funding source;
- Number of unduplicated clients served, by service provided, by funding source;
- Number of Title III and Title XX clients served with non-BEAS funds;
- Unmet need/waiting list; and
- Lengths of time clients are on a waiting list.

In addition, the Contractor shall complete the Home-Delivered Data Form and the Transportation Data Form provided by the Department. The Contractor shall submit the Forms to the Department by January 31 and July 31 as applicable to each State Fiscal Year in the contract period. The data will include, but not be limited to the following:

For home-delivered meals:

- the number of meals served by client and by town;
- the number of meals served in the aggregate; and
- the number of miles related to the delivery of meals in the aggregate.

For transportation:

- the number of clients served by town and in the aggregate;
- the number of miles in the aggregate;
- the nature of the transportation. Nature is defined as medical appointment, shopping, etc...; and
- the occupancy rate per vehicle.

7.9. Client Fees and Donations

7.9.1.Title III Services

Except as provided in paragraph 7.9.3, the NH Administrative Rule He-E 502.12 allows Title III contractors to ask individuals receiving services for a voluntary donation towards the cost of the service and provides guidance for requesting donations. The donation is to be purely voluntary, and no one can be refused services if they are unable or unwilling to donate.

The Contractor is required to report the total amount of collected donations on the quarterly report sent to BEAS Finance.

7.9.2.Title XX Services

The Contractor may charge fees to individuals receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to individuals seeking services. The Contractor shall comply with the New Hampshire Administrative Rule He-E 501 when establishing and charging fees to individuals. In

addition, the Contractor is required to report on the total amount of fees/income received for Title XX Services on the quarterly report sent to BEAS Finance.

7.9.2.1. The Contractor providing Title XX services may charge fees to clients, referred by APS staff, for whom reports of abuse, neglect, self-neglect and/or exploitation have not been founded. The Contractor is required to include the total amount of fees/income received for Title XX services, referred by APS staff, with the total amount of fees/income reported for Title XX Services, listed above, on the quarterly report sent to BEAS Finance.

7.9.3. Adult Protective Services

Under RSA 161-F: 42 et seq. BEAS provides protective services to incapacitated adults to prevent neglect, abuse or exploitation. When BEAS determines that an individual needs protective services as described in the Adult Protection Program NH Administrative Rules (He-E 700), the Contractor agrees that the payment received from BEAS for the specified services is payment in full for those services, and the provider agrees to refrain from making any attempt to secure additional reimbursement of any type from the individual for those services. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons in need of protective services.

7.9.3.2. Agencies providing Title III and/or Title XX services may not charge fees or ask donations from clients referred by the DHHS Adult Protective Services (APS) Program as long as these individuals remain active recipients of adult protective services as verified by Adult Protective Services staff.

7.10. Adult Protective Services

The Contractor will report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law.
The Contractor shall make a good faith effort to assure the provision of some level of services to those persons who the Department refers to the contracted agency and identifies the client in in need of protective services.
The Contractor shall follow the plan of care established by the APS social worker.
The contractor is expected to inform the referring APS staff of any changes in the individual's situation or other concerns, and the APS staffs are expected to inform the contractor of any information that may affect service provision.

7.11. E-Studio Electronic Information System

The Contractor shall be required to use BEAS' E-Studio electronic information system. E-Studio is BEAS' primary vehicle for uploading important information concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information. Contractor shall identify all of the key personnel who need to have E-Studio accounts to ensure that information from BEAS can be shared with the necessary agency staff. There is no cost to the contractor for BEAS to create an E-Studio account and no limit on the number of staff an agency identifies to have access to E-Studio. Contractor shall ensure that their E-Studio account(s) are kept current and that BEAS is notified when a staff member is no longer working in the program so his/her account can be terminated.

7.12. Criminal Background and Adult Protective Service Registry Checks

The contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services are required to complete a BEAS State Registry check before the staff member or volunteer begins providing services. In addition, all agency staff must undergo a NH Criminal Records Background check.

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7.12.1. Contractor shall conduct a New Hampshire criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact.

7.12.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49, which require the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry.

7.13. Grievance and Appeals

The Contractor must maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and staff. The Contractor shall have grievance system in place that includes a grievance process and any grievances filed are to be available to DHHS upon request. At a minimum the process shall include the following:

a) Client name,
b) type of service,
c) date of written grievance,
d) nature/subject of the grievance,
e) who in the agency reconsiders agency decisions,
f) what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.

7.14. Privacy and Security of Client Information

DHHS is the designated owner of all data and shall approve all access to that data. The Contractor shall not have ownership of State data at any time. The Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law. Privacy policy statements may be developed and amended from time to time by the State and will be appropriately displayed on the State portal. The Contractor shall provide sufficient security to protect the State and DHHS data in network, transit, storage and cache. In the event of breach, the contractor shall notify the Department within one day from the date of breach.

7.15. Culturally and Linguistically Appropriate Standards of Care

The Contractor shall ensure equal access to quality services under this contract by providing culturally and linguistically appropriate services according to the following guidelines:

- Assess the ethnic/cultural needs, resources and assets of their community.
- Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment or to those with disabilities.
- When feasible and appropriate, provide clients of minimal English skills with interpretation services.
- Offer clients a forum through which they have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may require a response.
- When feasible and appropriate, identify communication access needs for clients who may be deaf or hard of hearing, and/or have vision or speech impairment and develop an individual communication plan for clients to receive services.

7.16. Wait Lists

7.16.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. The contract agency shall maintain a wait list in accordance with NH Administrative Rules He-E 501 and 502 when funding or resources are not available to provide the requested services. A wait list includes at a minimum:

a) Each contract agency shall include the following information on its wait list:
   i) The individual's full name and date of birth;
   ii) The name of the service being requested;
   iii) The date upon which the individual applied for services which shall be the date the application was receive by the contract agency or BEAS;
   iv) The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
   v) The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services;
   vi) The individual's assigned priority on the wait list, determined in accordance with (b) below;
   vii) A brief description of the individual's circumstances and the services he or she needs.
b) The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
   i) Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
   ii) Declining mental or physical health of the caregiver;
   iii) Declining mental or physical health of the individual;
   iv) Individual has no respite services while living with a caregiver; and
   v) Length of time on the wait list.
   vi) When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.
   vii) Individuals who are being served under protective services RSA 161-F: 42-57 shall be given priority status on the waitlist and in accordance with He-E 501.14 (f) and He-E 502.13.
   viii) Individuals with adult protective needs in accordance with RSA 161-F: 42-57 shall be exempt from the wait list.
c) When an individual is placed on the wait list, the contract agency shall notify the individual in writing
d) The wait list must be maintained during the contract period and available to BEAS upon request.

7.17. Notice of Failure to meet Service Obligations

1) In the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date, the Contractor shall give at least a ninety (90) day prior written notice addressed to the Bureau Director, Bureau of Elderly and Adult Services, of such in ability to meet service obligations.
2) Examples of failure to meet service obligations may include, but are not limited to:
   a) Reducing hours of operation
   b) Changing a geographic service area
   c) Closing or opening a site
3) The written notification shall include the following:
   a) The reasons for the inability to deliver services;
   b) How service recipients and the community will be impacted if the contractor is unable to provide services
   c) How service recipients and the community will be notified; and
   d) The Contractor's plan to transition clients into other services or refer the clients to other agencies.
4) The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:
   a) Service(s) are terminated or planned to be terminated prior to the termination date of the contract;

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b) The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State;
c) The Contractor terminates a services or services for any reason;
d) The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

7.18. Transition Process

The Contractor shall have a transition process for clients in the event that they maybe transitioned between DHHS contracted providers and shall submit their written transition process to DHHS within thirty days of approval of the Contract Agreement. The process shall ensure

a) Uninterrupted delivery of services for clients;
b) A method of notifying clients and/or the community about the transition. A staff member shall be available to address questions about the transition.

7.19. Compliance with Laws and Regulations

Services and Administration of the program services shall be provided in accordance with the applicable federal and state laws, Title III and Title XX rules, policies and regulations adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.

7.20. Contract Monitoring

The Contractor shall:

7.20.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.

7.20.2. Ensure the Department is provided with access that includes but is not limited to:

a) Data
b) Financial records
c) Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
d) Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
e) Scheduled phone access to Contractor principals and staff
f) Timely unscheduled phone response by Contractor principals and staff.

7.21. Financial Integrity Maintenance

7.21.1. Financial Reporting Requirements: In addition to the requirement for the Contractor to provide annual audited financial statements, the Contractor will provide to the State quarterly interim Balance Sheet and Profit and Loss Statements for the Contractor including separate statements for related parties. Quarterly is defined as the period of July 1 to September 30, October 1 to December 31, and January 1 to March 31, and April 1 to June 30. The Contractor shall submit the quarterly statements to the Department by October 31, January 31, April 31, and July 31 as applicable to each State Fiscal Year in the contract period. All statements must be certified by an officer of the reporting entity.

7.21.2. Corrective Action and or Termination: If after review of the contractor submitted information, and based on the following risk assessment, the State at its sole discretion, the State may:

1. Require a corrective action plan for identified deficiencies, or
2. Terminate the contract for reasons of risk to continued operation, services, or deliverables as required by the terms of the contract.

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7.21.3. Absence of Risk Conditional Termination: This section does not negate any rights the State may have relative to the contract.

7.21.4. Risk Assessment Process:
The State will analyze the financial information provided by Contractor. Such analysis will include calculation of the ratios set forth in Table A. The weighted average of the ratios is used to calculate a risk score as follows:

- Low Risk 70% and Above
- Moderate Risk From 26% to 69%
- High Risk 25% and Below

7.21.5. Weighted Average: The process for the scoring is

1. Calculate the individual ratio for the Contractor
2. Divide Contractor ratio by the benchmark to determine percentage above or below benchmark
3. Multiply Contractor percentage by "Percentage Weight of Risk Score"
4. Add the scores for the ratios as determined for each ratio in Steps 1 to 3.

7.21.6. The State will provide, upon request, the Risk calculations for the Contractor.

Table A - Risk Analysis Assessment Ratios Matrix

Category	*Name of Ratio*	*Description*	*How it is Calculated*	*What the Ratio Measures*	*Benchmark*	*Percentage of Total Risk Assessment*
Liquidity	Current Ratio	This ratio compares the Current Assets with the Current Liabilities.	CURRENT ASSETS / CURRENT LIABILITIES	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a ratio, and represents 15% of the total risk assessment value.	1.0:1	10.0%
Liquidity	Days Expense in Working Capital	This ratio calculates the number of day's expense that the working capital can support.	(CURRENT ASSETS - CURRENT LIAB) / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed in "number of days" and represents 15% of the total risk assessment value.	30	10.0%

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Table A - Risk Analysis Assessment Ratios Matrix						
Category	***Name of Ratio***	***Description***	***How it is Calculated***	***What the Ratio Measures***	***Benchmark***	***Percentage of Total Risk Assessment***
Liquidity	Days of Revenue In Accounts Receivable	This ratio calculates the number of days of revenue that are in accounts receivable.	(ACCOUNTS RECEIVABLE) / (REVENUE/365)	This ratio measures the performance of the accounts receivable function and the timeliness of revenue collection. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in days.	30	10.0%
Operating Results	Return on Equity	This ratio is a representation of the increase or decrease in net assets from the prior year.	INCREASE IN NET ASSETS / NET ASSETS	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Operating Results	Operation Income to Revenue	This ratio compares the current year's operating income with the current year's revenue.	OPERATING INCOME / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	3%	10.0%

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Table A - Risk Analysis Assessment Ratios Matrix						
Category	***Name of Ratio***	***Description***	***How it is Calculated***	***What the Ratio Measures***	***Benchmark***	***Percentage of Total Risk Assessment***
Operating Results	Cash Flow % of Revenue	This ratio calculates the company's cash flow as a percentage of revenue.	(INCREASE IN NET ASSETS + DEPRECIATION) / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	2%	10.0%
Leverage	Debt to Equity	This ratio compares total debt to equity.	(TOTAL ASSETS - NET ASSETS)/NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a ratio and represents 5% of the total risk assessment value.	0.7:1	5.0%
Leverage	Long Term Debt to Equity	This ratio compares long term debt to equity.	LONG TERM DEBT / NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 5% of the total risk assessment value.	100%	5.0%
Leverage	Debt Ratio	This ratio compares total debt to total assets.	(TOTAL ASSETS - NET ASSETS)/TOTAL ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk	50%	10.0%

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Table A - Risk Analysis Assessment Ratios Matrix						
Category	*Name of Ratio*	*Description*	*How it is Calculated*	*What the Ratio Measures*	*Benchmark*	*Percentage of Total Risk Assessment*
				assessment value.		
Reserves	Cash Flow to Total Debt	This ratio compares cash flow to total debt.	(OP. SURPLUS + DEPRECIATION) / (TOTAL ASSETS - NET ASSETS)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Reserves	Days Expense in Available Net Assets	This ratio calculates the number of day's expense that the net assets of the company can support.	NET ASSETS / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in "number of days" and this represents 10% of the total risk assessment value.	90	10.0%
						100.0%

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Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions (Form P-37) of this Agreement in consideration for the Contractor's compliance with the terms and conditions of this Agreement and for the services provided by the Contractor pursuant to Exhibit A Amendment #1, Scope of Services.

2. The following terms and conditions detailed this Exhibit B Amendment #1 shall apply to all applicable services identified in Exhibit A Amendment #1, Paragraph 5, unless expressly stated otherwise.

3. The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A Amendment #1, Paragraph 5, according to the following reimbursement rates:

Reimbursement Rates	Unit Types
$4.85	Per Home Delivered Meal
$5.50	Per Congregate Meal
$8.75	Per Person per day for Transportation Services
$.30	Per mile

4. Payment for contracted services will be in accordance with Exhibit B-1, Exhibit B-2, Exhibit B-3 and Exhibit B-4.

5. The General provisions (Form P-37) Block 1.6 Account Numbers are as follows:

   - 05-95-48-481010-78720000-512-500352
   - 05-95-48-481010-78720000-541-500383
   - 05-95-48-481010-78720000-544-500386
   - 05-95-48-481010-92550000-544-500386

6. This Contract is funded with federal funds made available under the Catalog of Federal domestic Assistance (CFDA) #'s, for the provision of services pursuant to Exhibit A Amendment #1, Scope of Services as follows:

   - 93.044 United States Department of Health and Human Services, Administration for Community, Living Special Programs for the Aging- Title IIIB
   - 93.045 United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging- Title IIIC-1
   - 93.045 United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging- Title IIIC-2
   - 93.667 United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant- Title XX

   6.1. The Contractor agrees to provide the services in Exhibit A Amendment #1, Scope of Services in compliance with funding requirements.

Contractor Initials DAF
Date 4/24/15

7. Notwithstanding paragraph 18 of the General Provisions (Form P-37), an amendment, limited to the terms of Exhibit B-1, Exhibit B-2, Exhibit B-3 and Exhibit B-4, to transfer the amount of units from one service to another can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

8. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT).

9. The DHHS may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in accordance with the requirements and scope of services in Exhibit A Amendment #1; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.

10. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of required reports, or Contractor Site Review Reports, the State may review all units served to clients and number of miles per client incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any units served to clients and number of miles per client incurred that are not determined to be allowable or are determined to be served to ineligible clients and shall, by written notice specifying the disallowed costs, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs.

11. Form Submission:
Prior to submittal of an invoice for the following Title III funded services: Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

Prior to submittal of an invoice for Title XX Meals the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.

12. Invoice Submission:
12.1. Meals
Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual meals served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.
Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual meals served during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Contractor Initials DF
Date 4/24/15

A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.

12.1.1. Meals Mileage

Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Contract Service Authorization Form (#3502) and Meal and Mileage Invoices shall be sent to:
NH Department of Health and Human Services
Data Management Unit
129 Pleasant St, P.O. Box 2000
Concord, NH 03301

12.2. Title III Transportation:

The Contractor shall complete and submit a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served (unit being per client, per day) during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit. In addition, the Contractor shall complete a monthly transportation form. The form will be a predefined electronic form supplied by DHHS.

12.2.1. Title III Transportation Mileage

The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title III Transportation and Mileage invoices and the monthly transportation form shall be submitted to:
Financial Management
DHHS Bureau of Elderly and Adult Services
129 Pleasant St, Brown Building
Concord NH 03301

Contractor Initials DAF
Date 4/24/15

12.3. Contractor will have forty-five (45) days from the end of the contract period to submit final invoices to the Department for payment. Any adjustments made to a prior invoice, during these forty-five (45) days, will need to be accompanied by supporting documentation.

12.4. The DHHS will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.

12.5. The Contractor shall submit to DHHS the subcontractor's budget for review and approval. The Contractor shall submit to DHHS copies of their subcontractor's invoices for actual units served to clients and number of miles per client that support the requests for reimbursement, upon DHHS request.

Contractor Initials DAF
Date 4/24/15

Contractor Name:	Gibson Center for Senior Services

Period:	7/1/15-6/30/16			7/1/16-9/30/16		
Funding Source and Service	Projected Number of Units	Projected Number of Miles	Total Maximum Amount Allowed by Funding Source	Projected Number of Units	Projected Number of Miles	Total Maximum Amount Allowed by Funding Source
Title III C-1 Congregate Meals	17,000	na	$93,500.00	4,250		$23,375.00
Title III C-2 Home Delivered Meals	24,000	48,000	$130,800.00	6,000	12,000	$32,700.00
Title IIIB Transportation	2,250	20,000	$25,687.50	563	5,000	$6,426.25
Title XX Home Delivered Meals	7,450	10,891	$39,399.80	1,863	2,723	$9,852.45

Contractors Initials: DAF
Date: 4/24/15

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS
As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Gibson Center for Senior Services, Inc.

4/24/15
Date

Name: Deborah A. Faust
Title: President

State of New Hampshire
Department of Health and Human Services
Amendment #1 for Nutrition and Transportation Services

This 1st Amendment to the Nutrition and Transportation Services contract (hereinafter referred to as "Amendment #1) dated this 3rd day of November 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Gibson Center for Senior Services, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation organized under the laws of the State of New Hampshire, with a place of business at 14 Grove Street, North Conway, NH 03860.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 18, 2014 (item # 109), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 and Exhibit B paragraph #5 of the Agreement, which states that notwithstanding paragraph 18 of the P-37, an amendment limited to Exhibit B-1, B-2, and B-3 to transfer the amount of units from one service to another, can be made by written agreement of both parties and may be made without obtaining approval of G&C; and

WHEREAS the parties agree to adjust units within State Fiscal Year 2015 within the price limitation.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1) Delete Exhibit B-1 and replace with Exhibit B-1 Amendment #1.

Contractors Initials: CG
Date: 11/7/14

This amendment shall be effective retroactive to September 1, 2014, upon approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

Date 11/19/15

Diane Langley
Director

Gibson Center for Senior Services, Inc.

11/7/14
Date

NAME George Fredette
TITLE President

Acknowledgement:
State of New Hampshir, County of Carroll on November 7, 2014, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that ~~s~~/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Name and Title of Notary or ~~Justice of the Peace~~

KENNETH S. KASLOW, Notary Public
My Commission Expires August 14, 2018

Contractors Initials: CG
Date: 11/7/14

State of New Hampshire
Department of Health and Human Services
Amendment #1 for Nutrition and Transportation Services

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

11/18/14
Date

Name: Megan A. Yeh
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on:
_____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Contractors Initials: _____
Date: 11/7/14

Exhibit B-1 Amendment #1
Home Delivered Meals
July 1, 2014 through June 30, 2015

GIBSON CENTER FOR SENIOR SERVICES, INC.			
Col. A	Col. B	Col. C	Col. D
Funding	Projected Number of Home Delivered Meals	Projected Number of Miles	Total Maximum Amount Allowed by Funding
Title III 2C	24,000	48,000	$ 130,800.00
Title XX	7,450	10,891	$ 39,400.00

Contractors initials: CW
Date: 11/7/14

FORM NUMBER P-37 (version 1/09)

Subject: Nutrition and Transportation Services

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		**1.2 State Agency Address** 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Gibson Center for Senior Services, Inc.		**1.4 Contractor Address** 14 Grove Street North Conway, NH 03860	
1.5 Contractor Phone Number (603) 356-3231	**1.6 Account Number** See Exhibit B	**1.7 Completion Date** June 30, 2015	**1.8 Price Limitation** $289,387.50
1.9 Contracting Officer for State Agency Mary Maggioncalda, Administrator		**1.10 State Agency Telephone Number** 603-271-9096	
1.11 Contractor Signature		**1.12 Name and Title of Contractor Signatory** George Fredette, President	

1.13 Acknowledgement: State of NH, County of Carroll

On May 22 2014, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public ~~or Justice of the Peace~~

[Seal]

1.13.2 Name and Title of Notary or Justice of the Peace

KENNETH S. KASLOW, Notary Public
My Commission Expires August 14, 2018

1.14 State Agency Signature	**1.15 Name and Title of State Agency Signatory** Sheri Rockburn Director

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution)

By: M.K. Brown On: 5/28/14

1.18 Approval by the Governor and Executive Council

By: On:

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials: _____
Date: 5/20/14

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $2,000,000 per occurrence; and
14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials: CVB
Date: 5/30/14

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials: CS
Date: 5/20/14

Scope of Services

1. Purpose:

The contractor shall provide services in this contract to assist eligible people to live as independently as possible in safety and with dignity.

1.1. The services in this contract are intended for individuals who are not already receiving the same or similar services through one of DHHS' Medicaid Waiver Programs, who are eligible for other NH Medicaid services or who are receiving the same or similar services through the Veterans' Administration.

2. Contract Period:

The commencement date of this contract shall be effective July 1, 2014 or the date of G& C approval, whichever is later. The completion of this contract shall be June 30, 2015.

3. Population:

Services are for individuals who reside in independent living settings and who meet the eligibility criteria as follows:

3.1. Title III

Individuals who are age 60 and older and with the most economic or social needs as described in:

- Older Americans Act as amended, Section 305,(a)(2)(E) and
- Title III Older Americans Act Services: Title IIB- Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, and Title IIID- Disease Prevention and Health Promotion Services, NH Administrative Rule He-E 502.

3.2. Title XX 42 USC §1397 et seq.

Individuals who are age 60 and older or ages 18-59 who have a chronic illness or disability, and a maximum monthly income of $1,194 for calendar year 2014 as described in:

- The Social Services Block Grant (Title XX), NH Administrative Rule He-E 501.

4. Geographic Area to be served:

The Contractor shall provide and ensure delivery of the services listed in Paragraph 5 below to all eligible persons in the towns/cities listed in Geographic Area Exhibit A-1. Nothing in this Agreement shall be construed to limit the ability of the Contractor to provide said services to other eligible persons located in a town/city not listed in Exhibit A-1 when the Department requests the contractor to do so or when the contractor receives approval by the Department.

5. Services Provided in this Agreement

	Services		
	Home Delivered Meals Services	Congregate Meals Services	Transportation Services
Program:			
Title III	x	x	x
Title XX	x	na	na

An "x" denotes that the Contractor shall provide that service to eligible individuals in accordance with all applicable laws, rules, regulations and terms and conditions of this Agreement.

Contractors Initials: CW
Date: 5/22/14

6. Service descriptions

6.1. Home-Delivered Meals (funded through Titles III and XX) are delivered to a client at his/her home. A client must be homebound and unable to prepare his/her own meals. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the client including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. Providers Contractors must ensure assure that a visual contact is made with each client in his/her home on each day that meals are delivered as an assurance of the individual's safety, with the exception of meals designated as emergency meals or frozen meals which are delivered to clients in advance of anticipated inclement weather conditions or other adverse conditions.

6.2. Home Delivered Meals funded by Title XX shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX) incorporated by reference into this Agreement.

6.3. Home Delivered Meals funded by Title III shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.

6.4. The Contractor agrees to perform the following: receive inquiries and applications; determine eligibility; notify applicants of eligibility; maintain records for each recipient; train staff and volunteers; monitor and evaluate services; maintain financial records; submit reports as requested to the Bureau of Elderly and Adult Services.

6.5. Congregate Meals (Community Dining) (funded through Title III) are provided in community settings, where individuals travel to a designated site to share a meal with other individuals. Advance registration is not required, and individuals register when arriving at the meal site. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the individual including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. The Contractor shall provide congregate meals at the locations, hours, and days identified in Exhibit A-2.

6.6. Congregate Meals funded by Title III shall be provided according to the rules and policies of the Bureau of Elderly and Adult Services (BEAS), including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older Americans Act of 1965 as amended, incorporated by reference into this Agreement.

6.7. Transportation (funded through Title III) provides transport in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization. Title III Transportation services do not include pleasure excursions that charge individuals a fee for participation.

6.8. Transportation services funded by Title III shall be provided according to the rules and policies of BEAS, including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.

6.9. Transportation providers must be in compliance with all applicable Federal and State Department of Transportation and Department of Safety regulations. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500 and inspected in accordance with NH Administrative Rule Saf-C 3200. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing and NH Administrative Rule Saf-C 1800 Commercial drivers licensing, as applicable.

7. Service Compliance Requirements

7.1. Access to Services

7.1.1. Individuals access the services described in this contract through one of two ways. They may apply directly for services to the contractor or be referred to the contractor by the Adult Protective Services Program as a result of a substantiated report of neglect, abuse, or exploitation.

7.1.1.1. Client directly applies for services: The Contractor shall determine eligibility for these services in accordance with the rules and requirements of the Title III and Title XX Programs. The contractor shall determine the eligibility of the individual; and with the exception of Congregate Meals and Transportation, provide written notice of eligibility within 45 days from the date eligibility was determined, indicate what services are to be provided and their frequency, and indicate the beginning and end dates for individual's period of eligibility.

7.1.1.2. Client referred by Adult Protective Services (APS): The contractor does not take an application, determine or redetermine the client's eligibility or issue notifications. The client's case will be managed by the APS staff. The referral will a protective services plan that the APS worker puts into place to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, or exploitation.

7.2. Client Application/Request for Services

The Contractor shall complete an intake and application for services, in accordance with New Hampshire Administrative Rule He-E 500. Title XX Home-Delivered contractors shall use Form 3000 Application provided by DHHS. Title III Home-Delivered Meals contractors may use Form 3000 or a form of their own that includes the same information as the Form 3000. Congregate meals and transportation do not require an application per se but require participants to sign up for the service as a way to request the service. The Contractor submits these signature lists as verification that the service was provided.

7.3. Client Eligibility

7.3.1. The Contractor shall determine eligibility for services and shall be in compliance with both Title III and Title XX requirements regarding eligibility determination, notice of eligibility and the individual's period of eligibility as applicable.

7.3.2. In order for clients to be eligible to receive home-delivered meals through both Title III and Title XX, the client needs to demonstrate that he or she cannot prepare meals and that the individual is:

7.3.2.1. Homebound; or

7.3.2.2. Temporarily homebound due to recovery from illness or injury.

7.3.2.3. In order for clients to be eligible to receive congregate meals and transportation, they must be age 60 or older. They must sign up for these services prior to

receiving them. A written application is not required. Individuals who are less than 60 years of age may receive congregate meals if they are:

(1) The spouses of individuals who accompany them to the meal site;

(2) Individuals providing volunteer services at the congregate meal site during meal hours;

(3) Individuals with disabilities who reside at home with an individual who is receiving Title III services; and

(4) Individuals with disabilities under the age of 60 who are not older individuals, but who reside in housing facilities occupied by older individuals where congregate meals are provided.

7.3.3. Eligibility determination

The Contractor shall submit its policies and procedures for client eligibility determination for services to DHHS for review and approval, within 30 days of the start of each State Fiscal Year.

For Home Delivered Meals:
The Contractor shall provide a written notice of the eligibility decision, for individuals determined to be eligible to receive services, to the individual as soon as possible, but no later than 45 calendar days from the date of determination. This notice shall include:
1)The services to be provided, and when;
2)The eligibility period; and
3)Contact information for the contractor.

If the client is determined to not be eligible for service(s), the notice shall include:
1)The reason(s) for the denial;
2)A statement regarding the right of the individual or his or her authorized representative to request an informal resolution or appeal of the eligibility determination decision.
3)Contact information for requesting an appeal.

7.3.4. Redetermination of Service Eligibility.

The Contractor shall submit its policies and procedures for client eligibility redetermination for services to DHHS for review and approval, within 30 days of start of each State Fiscal Year.

For Home Delivered Meals:
1)The Contractor shall review the individual's service record annually while services are being provided. The review shall be completed within 30 days prior to the anniversary date on which eligibility began.
2)The Contractor shall make a decision to re-certify or terminate the individual's services based on the requirements contained in Title III and Title XX administrative rules and document the decision by making a notation in the individuals' service record.

7.3.5. Termination of Services.

Services shall be terminated when:
1)The individual or his or her authorized representative requests that the services be terminated;
2)The individual no longer meets the eligibility requirements for services;
3)Funding by the State for the service(s) is no longer available;
4)The individual did not reapply for services as required by program rules;
5)The individual has been admitted to a nursing home or residential care facility; or

6)The individual is deceased.

7.3.6. Service Authorizations for Eligible Clients.
Once the client has been determined eligible to receive home delivered meals and congregate meals services, the contractor shall obtain a service authorization from DHHS in order to be reimbursed from this contract for allowable costs in providing services to that client. Transportation services do not require service authorizations.

7.3.6.1. The Contractor shall submit a completed Form 3502 "Contract Service Authorization-New Authorization" for each client who has been determined eligible to receive home delivered and/or congregate meals services. More than one service may be included on a Form 3502. The completed Form 3502 shall be submitted to:

Bureau of Data Management
129 Pleasant Street
Concord, NH 03301

7.4. Client Assessments

The contractor shall assess the individual's needs and develop written service plans, keep written progress notes; and monitor and adjust service plans to meet the individual's needs in accordance with NH Administrative Rule 500.

7.5. Person centered provision of services

The Contractor agrees to incorporate into its agency's functions, policies, staff-client interactions and in the provision of all services in this Agreement the following Guiding Principles for Person-Centered Planning Philosophy:

7.5.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
- 7.5.1.1. Individual's wishes, values, and beliefs are considered and respected.
- 7.5.1.2. Individual is listened to; needs and concerns are addressed.
- 7.5.1.3. Individual receives the information he/she needs to make informed decisions.

7.5.2. Planning is responsive to the individual. His or her preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.

7.5.3. Services are designed, scheduled, and delivered to best meet the needs and preferences of the individual.

7.5.4. The system is committed to excellence and quality improvement:

7.5.5. Individual rights are affirmed and protected.

7.5.6. Individuals are protected from exploitation, abuse, and neglect.

7.5.7. The service system is accessible, responsive, and accountable to the individual.

7.5.8. Person-centered planning may be incorporated into existing service plans or documents already being used by the contractor.

7.6. Staffing

The Contractor agrees to adhere to the following staffing requirements:

7.6.1. Provide sufficient staff to perform all tasks specified in this Agreement. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients and geographic area as identified in this Agreement.

7.6.2. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their

respective positions. This includes keeping up-to-date personnel and training records and documentation of all individuals requiring licenses and/or certifications. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to DHHS within thirty days of approval of the Contract Agreement. The plan shall include but not be limited to:

7.6.3. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;

7.6.4. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;

7.6.5. A description of time frames necessary for obtaining staff replacements;

7.6.6. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience; and

7.6.7. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

7.7. Service Delivery Verification

The following are the performance measure reporting requirements for each service identified in Section 1.

1) Eligibility:
   a) The number of applications for home delivered meals and the number of requests for congregate meals and transportation and
      i) The number and percent of applicants found eligible for each service; and
      ii) The number and percent of applicants found ineligible for each service.
      The contractor will indicate the reasons applicants were found ineligible and what quality improvement activity(ies) is/are to be initiated to address concerns about eligibility.

2) Quality and Appropriateness:
   a) Plans of Care: For home delivered meals the number and percent of individuals' plans of care contain evidence of person-centered planning
      i) The number and percent of individuals who have experienced a safety-related incident or accident which occurs during times of face-to-face contact with the client(s); The number and percent of individuals for whom a report to Adult Protective Services was made.
   b) Experience: The number and percent of individuals surveyed (via telephone, mail, e-mail, or face-to-face) who report their experiences with their services and providers have been satisfactory or better.
   c) The contractor will indicate the reasons why:
      i) For home delivered meals, applicants' plans of care did not include evidence of person-centered planning;
      ii) Applicants experienced safety-related incidents which occurs during times of face-to-face contact with the client(s); Applicants were referred to Adult Protective Services; and
      iii) The number and percent of individuals surveyed who reported their experiences with their services and providers were not satisfactory or better.
   d) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about the quality and appropriateness of care.

3) The Contractor must survey a sample of participants for each contracted service and provide their survey methodology, in writing, to BEAS.

4) Service Delivery
   a) The number of open cases at the end of each reporting period, and
      i) The number and percent of days individuals did not receive a planned service(s) due to the service(s) not being available due to inadequate staffing or other related provider issue or due to lack of transportation, etc.

b) The Contractor will indicate the reasons applicants did not receive their planned services.
c) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about service delivery.

7.8. Reporting Requirements:

Contractors shall complete quarterly reports which will be a pre-defined electronic form supplied by DHHS. The report must be submitted by the 15th of the month following the quarter end. The data will include, but not be limited to the following:

- Expenses by program service provided. Service is defined as Home Delivered Meals, Congregate Meals & Transportation;
- Revenue, by program service provided, by funding source;
- Actual Units served, by program service provided, by funding source;
- Number of unduplicated clients served, by service provided, by funding source;
- Number of Title III and Title XX clients served with non-BEAS funds;
- Unmet need/waiting list; and,
- Lengths of time clients are on a waiting list.

In addition, the Contractor shall complete the Home-Delivered Data Form and the Transportation Data Form two (2) times per year. These forms will be due January 31, 2015 and July 31, 2015. The form will be a pre-defined electronic form supplied by DHHS. The data will include, but not be limited to the following:

For home-delivered meals:

- the number of meals served by client and by town;
- the number of meals served in the aggregate;
- the number of miles related to the delivery of meals in the aggregate.

For transportation:

- the number of clients served by town and in the aggregate;
- the number of miles in the aggregate;
- the nature of the transportation. Nature is defined as Medical appointment, shopping, etc...;
- the occupancy rate per vehicle.

7.9. Client Fees and Donations

7.9.1. Title III Services

Except as provided in paragraph 7.9.3, the NH Administrative Rule He-E 502.12 allows Title III contractors to ask individuals receiving services for a voluntary donation towards the cost of the service and provides guidance for requesting donations. The donation is to be purely voluntary, and no one can be refused services if they are unable or unwilling to donate.

The Contractor is required to report the total amount of collected donations on the quarterly report sent to BEAS Finance.

7.9.2. Title XX Services

The Contractor may charge fees to individuals receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to individuals seeking services. The Contractor shall comply with the New Hampshire Administrative Rule He-E 501 when establishing and charging fees to individuals. In addition, the Contractor is required to report on the total amount of fees/income received for Title XX Services on the quarterly report sent to BEAS Finance.

7.9.2.1. The Contractor providing Title XX services may charge fees to clients referred by APS staff for whom reports of abuse, neglect, self-neglect and/or exploitation have not been founded. The Contractor is required to include the total amount of fees/income received for Title XX services, referred by APS staff, with the total amount of fees/income reported for Title XX Services, listed above, on the quarterly report sent to BEAS Finance.

7.9.3. Adult Protective Services

Under RSA 161-F: 42 et seq. BEAS provides protective services to incapacitated adults to prevent neglect, abuse or exploitation. When BEAS determines that an individual needs protective services as described in the Adult Protection Program NH Administrative Rules (He-E 700), the Contractor agrees that the payment received from BEAS for the specified services is payment in full for those services, and the provider agrees to refrain from making any attempt to secure additional reimbursement of any type from the individual for those services. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons in need of protective services.

7.9.3.2. Agencies providing Title III and/or Title XX services may not charge fees or ask donations from clients referred by the DHHS Adult Protective Services (APS) Program as long as these individuals remain active recipients of adult protective services as verified by Adult Protective Services staff.

7.10. Adult Protective Services

The Contractor will report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law.
The Contractor shall make a good faith effort to assure the provision of some level of services to those persons who the Department refers to the contracted agency and identifies the client in in need of protective services.
The Contractor shall follow the plan of care established by the APS social worker.
The contractor is expected to inform the referring APS staff of any changes in the individual's situation or other concerns, and the APS staffs are expected to inform the contractor of any information that may affect service provision.

7.11. E-Studio Electronic Information System

The Contractor shall be required to use BEAS' E-Studio electronic information system. E-Studio is BEAS' primary vehicle for uploading important information concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information. Contractor shall identify all of the key personnel who need to have E-Studio accounts to ensure that information from BEAS can be shared with the necessary agency staff. There is no cost to the contractor for BEAS to create an E-Studio account and no limit on the number of staff an agency identifies to have access to E-Studio. Contractor shall ensure that their E-Studio account(s) are kept current and that BEAS is notified when a staff member is no longer working in the program so his/her account can be terminated.

7.12. Criminal Background and Adult Protective Service Registry Checks

The contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services are required to complete a BEAS State Registry check before the staff member or volunteer begins providing services. In addition, all agency staff must undergo a NH Criminal Records Background check.

7.12.1. Contractor shall conduct a New Hampshire criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact.

7.12.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49, which require the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry.

7.13. Grievance and Appeals

The Contractor must maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and staff. The Contractor shall have grievance system in place that includes a grievance process and any grievances filed are to be available to DHHS upon request. At a minimum the process shall include the following:

a) Client name,
b) type of service,
c) date of written grievance,
d) nature/subject of the grievance,
e) who in the agency reconsiders agency decisions,
f) what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.

7.14. Privacy and Security of Client Information

DHHS is the designated owner of all data and shall approve all access to that data. The Contractor shall not have ownership of State data at any time. The Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law. Privacy policy statements may be developed and amended from time to time by the State and will be appropriately displayed on the State portal. The Contractor shall provide sufficient security to protect the State and DHHS data in network, transit, storage and cache. In the event of breach, the contractor shall notify the Department within one day from the date of breach.

7.15. Culturally and Linguistically Appropriate Standards of Care

The Contractor shall ensure equal access to quality services under this contract by providing culturally and linguistically appropriate services according to the following guidelines:

- Assess the ethnic/cultural needs, resources and assets of their community.
- Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment or to those with disabilities.
- When feasible and appropriate, provide clients of minimal English skills with interpretation services.
- Offer clients a forum through which they have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may require a response.
- When feasible and appropriate, identify communication access needs for clients who may be deaf or hard of hearing, and/or have vision or speech impairment and develop an individual communication plan for clients to receive services.

7.16. Wait Lists

7.16.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. The contract agency shall maintain a wait list in accordance with NH Administrative Rules He-E 501 and 502 when funding or resources are not available to provide the requested services. A wait list includes at a minimum:

a) Each contract agency shall include the following information on its wait list:
   i) The individual's full name and date of birth;
   ii) The name of the service being requested;
   iii) The date upon which the individual applied for services which shall be the date the application was receive by the contract agency or BEAS;
   iv) The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
   v) The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services;
   vi) The individual's assigned priority on the wait list, determined in accordance with (b) below;
   vii) A brief description of the individual's circumstances and the services he or she needs.
b) The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
   i) Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
   ii) Declining mental or physical health of the caregiver;
   iii) Declining mental or physical health of the individual;
   iv) Individual has no respite services while living with a caregiver; and
   v) Length of time on the wait list.
   vi) When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.
   vii) Individuals who are being served under protective services RSA 161-F: 42-57 shall be given priority status on the waitlist and in accordance with He-E 501.14 (f) and He-E 502.13.
   viii) Individuals with adult protective needs in accordance with RSA 161-F: 42-57 shall be exempt from the wait list.
c) When an individual is placed on the wait list, the contract agency shall notify the individual in writing
d) The wait list must be maintained during the contract period and available to BEAS upon request.

7.17. Notice of Failure to meet Service Obligations

1) In the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date, the Contractor shall give at least a ninety (90) day prior written notice addressed to the Bureau Director, Bureau of Elderly and Adult Services, of such in ability to meet service obligations.
2) Examples of failure to meet service obligations may include, but are not limited to:
   a) Reducing hours of operation
   b) Changing a geographic service area
   c) Closing or opening a site
3) The written notification shall include the following:
   a) The reasons for the inability to deliver services;
   b) How service recipients and the community will be impacted if the contractor is unable to provide services
   c) How service recipients and the community will be notified; and
   d) The Contractor's plan to transition clients into other services or refer the clients to other agencies.
4) The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:
   a) Service(s) are terminated or planned to be terminated prior to the termination date of the contract;

Contractors Initials: CA
Date: 5/22/14

b) The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State;
c) The Contractor terminates a services or services for any reason;
d) The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

7.18. Transition Process

The Contractor shall have a transition process for clients in the event that they maybe transitioned between DHHS contracted providers and shall submit their written transition process to DHHS within thirty days of approval of the Contract Agreement. The process shall ensure

a) Uninterrupted delivery of services for clients;
b) A method of notifying clients and/or the community about the transition. A staff member shall be available to address questions about the transition.

7.19. Compliance with Laws and Regulations

Services and Administration of the program services shall be provided in accordance with the applicable federal and state laws, Title III and Title XX rules, policies and regulations adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.

7.20. Contract Monitoring

The Contractor shall:

7.20.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.

7.20.2. Ensure the Department is provided with access that includes but is not limited to:

a) Data
b) Financial records
c) Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
d) Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
e) Scheduled phone access to Contractor principals and staff
f) Timely unscheduled phone response by Contractor principals and staff.

7.21. Financial Integrity Maintenance

7.21.1. Financial Reporting Requirements: In addition to the requirement for Contractor to provide annual audited financial statements, the Contractor agrees to provide quarterly to the State, interim Balance Sheet and Profit and Loss Statements for the Contractor to including separate statements for related parties. All statements must be certified by an officer of the reporting entity.

7.21.2. Corrective Action and or Termination: If after review of the contractor submitted information, and based on the following risk assessment, the State at its sole discretion, the State may:

1. Require a corrective action plan for identified deficiencies, or
2. Terminate the contract for reasons of risk to continued operation, services, or deliverables as required by the terms of the contract.

7.21.3. Absence of Risk Conditional Termination: This section does not negate any rights the State may have relative to the contract.

7.21.4. Risk Assessment Process:

The State will analyze the financial information provided by Contractor. Such analysis will include calculation of the ratios set forth in Table A. The weighted average of the ratios is used to calculate a risk score as follows:

- Low Risk 70% and Above
- Moderate Risk From 26% to 69%
- High Risk 25% and Below

7.21.5. Weighted Average: The process for the scoring is

1. Calculate the individual ratio for the Contractor
2. Divide Contractor ratio by the benchmark to determine percentage above or below benchmark
3. Multiply Contractor percentage by "Percentage Weight of Risk Score"
4. Add the scores for the ratios as determined for each ratio in Steps 1 to 3.

7.21.6. The State will provide, upon request, the Risk calculations for the Contractor.

Table A - Risk Analysis Assessment Ratios Matrix

Category	*Name of Ratio*	*Description*	*How it is Calculated*	*What the Ratio Measures*	*Benchmark*	*Percentage of Total Risk Assessment*
Liquidity	Current Ratio	This ratio compares the Current Assets with the Current Liabilities.	CURRENT ASSETS / CURRENT LIABILITIES	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a ratio, and represents 15% of the total risk assessment value.	1.0:1	10.0%
Liquidity	Days Expense in Working Capital	This ratio calculates the number of day's expense that the working capital can support.	(CURRENT ASSETS - CURRENT LIAB) / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed in "number of days" and represents 15% of the total risk assessment value.	30	10.0%

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Table A - Risk Analysis Assessment Ratios Matrix						
Category	*Name of Ratio*	*Description*	*How it is Calculated*	*What the Ratio Measures*	*Benchmark*	*Percentage of Total Risk Assessment*
Liquidity	Days of Revenue In Accounts Receivable	This ratio calculates the number of days of revenue that are in accounts receivable.	(ACCOUNTS RECEIVABLE) / (REVENUE/365)	This ratio measures the performance of the accounts receivable function and the timeliness of revenue collection. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in days.	30	10.0%
Operating Results	Return on Equity	This ratio is a representation of the increase or decrease in net assets from the prior year.	INCREASE IN NET ASSETS / NET ASSETS	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Operating Results	Operation Income to Revenue	This ratio compares the current year's operating income with the current year's revenue.	OPERATING INCOME / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	3%	10.0%

Contractors Initials: CJ
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Table A - Risk Analysis Assessment Ratios Matrix						
Category	***Name of Ratio***	***Description***	***How it is Calculated***	***What the Ratio Measures***	***Benchmark***	***Percentage of Total Risk Assessment***
Operating Results	Cash Flow % of Revenue	This ratio calculates the company's cash flow as a percentage of revenue.	(INCREASE IN NET ASSETS + DEPRECIATION) / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	2%	10.0%
Leverage	Debt to Equity	This ratio compares total debt to equity.	(TOTAL ASSETS - NET ASSETS)/NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a ratio and represents 5% of the total risk assessment value.	0.7:1	5.0%
Leverage	Long Term Debt to Equity	This ratio compares long term debt to equity.	LONG TERM DEBT / NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 5% of the total risk assessment value.	100%	5.0%
Leverage	Debt Ratio	This ratio compares total debt to total assets.	(TOTAL ASSETS - NET ASSETS)/TOTAL ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk	50%	10.0%

Table A - Risk Analysis Assessment Ratios Matrix						
Category	*Name of Ratio*	*Description*	*How it is Calculated*	*What the Ratio Measures*	*Benchmark*	*Percentage of Total Risk Assessment*
				assessment value.		
Reserves	Cash Flow to Total Debt	This ratio compares cash flow to total debt.	(OP. SURPLUS + DEPRECIATION) / (TOTAL ASSETS - NET ASSETS)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Reserves	Days Expense in Available Net Assets	This ratio calculates the number of day's expense that the net assets of the company can support.	NET ASSETS / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in "number of days" and this represents 10% of the total risk assessment value.	90	10.0%
						100.0%

7.22. **Agreement Elements**

The Agreement between the parties shall consist of the following: General Provisions (P-37), Exhibit A Scope of Services, Exhibit A-1 Geographic Area, Exhibit A-2 Congregate Meal Sites, Exhibit B Method and Conditions Precedent to Payment, Exhibits B-1, B-2 and B-3, Exhibit C Special Provisions, Exhibit C-1 Additional Special Provisions, Exhibit D Certification Regarding Drug-Free Workplace, Exhibit E Certification Regarding Lobbying, Exhibit F Certification Regarding Debarment, Suspension and Other Responsibility Matters, Exhibit G Certification Regarding the American's With Disabilities Act Compliance, Exhibit H Certification Regarding Environmental Tobacco Smoke, Exhibit I Health Insurance Portability and Accountability Act Business Associate Agreement, Exhibit J Certification Regarding The Federal Funding Accountability and Transparency Act Compliance. In the event of any conflict or contradiction between or among the Agreement documents, the documents shall control in the above order of precedence.

Exhibit A-1
July 1, 2014 through June 30, 2015
Geographic Area Form

RFP # 14-DHHS-DCBCS-BEAS-05
Contractors's name: Gibson Center for Senior Services

Name of Service	County/Counties	Towns/Cities where Services will be offered
Transportation Services	Northern Carroll	Albany
		Bartlett
		Chatham
		Conway
		Eaton
		Jackson
		Madison
Congregate Meals	Northern Carroll	Albany
		Bartlett
		Chatham
		Conway
		Eaton
		Jackson
		Madison
Home Delivered Meals	Northern Carroll	Albany
Title III		Bartlett
		Chatham
		Conway
		Eaton
		Jackson
		Madison
Home Delivered Meals	Northern Carroll	Albany
Title XX		Bartlett
		Chatham
		Conway
		Eaton
		Jackson
		Madison

Contractors Initials: CW
Date: 5/20/14

EXHIBIT A-2
July 1, 2014 through June 30, 2015
CONGREGATE SITE INFORMATION

RFP # 14-DHHS-DCBCS-BEAS-05
Contractor's name: Gibson Center for Senior Services, Inc. _____

Site Name	Location	Dining Hours	Days of Week (name days)	Average Number of Meals Expected to Serve per Day	Date of Most Recent Inspections	
					Fire	Health
Gibson Center Dining Room	North Conway	11:30am-12:15 pm	M,T,W,TH,F	65	1/16/2014	1/10/2014
14 Grove Street						
Silver Lake Landing Apartments	Madison	11:30am-12:30pm	T	25	4/1/2014	n/a
1420 Village Road						

Contractors Initials: CG
Date: 5/20/14

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions (P-37) of this Agreement for the services provided by the Contractor pursuant to Exhibit A, Scope of Services and for the period beginning July 1, 2014 or the date of G&C approval, whichever is later. The completion date of this contract shall be June 30, 2015, block 1.7 of the P-37.

2. Service(s) provided in this Agreement: The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A, Paragraph 5. The following terms and conditions detailed below in this Exhibit B shall apply to all services unless expressly stated otherwise.

3. Payment for contracted services will be made up to the total maximum allowable funding identified in Column D of Exhibits B-1 and B-3, and Column C of Exhibit B-2 and based on the following reimbursement rates:

   3.1. $4.85 per home delivered meal
   3.2. $5.50 per congregate meal
   3.3. $8.75 per person per day for Transportation Services
   3.4. .30 cents per mile

4. The General provisions (P-37) Section 1.6 Account Numbers for funding under this contract including identification of the funding source (name of Grantor and Catalog of Federal Domestic Assistance (CFDA) number) are as follows:

Service	Funding Name	Funding Source	CFDA #	State of NH Account Number
Transportation	Special Programs for the Aging- Title IIIB	ACL	93.044	05-95-48-481010-78720000-512-500352
Nutrition Services	Special Programs for the Aging- Title IIIC	ACL	93.045	05-95-48-481010-78720000-541-500383
Nutrition Services: Home Delivered Meals	Social Services Block Grant- Title XX	U.S. Dept of Health & Human Services	93.667	05-95-48-481010-92550000-544-500386

5. Notwithstanding paragraph 18 of the P-37, an amendment limited to the terms of Exhibit B-1, B-2, and B-3 to transfer the amount of units from one service to another can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

6. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT).

7. The DHHS may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in

Contractor Initials CW
Date 6/20/14

accordance with the requirements and scope of services in Exhibit A; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.

8. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of required reports, or Contractor Site Review Reports, the State may review all units served to clients and number of miles per client incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any units served to clients and number of miles per client incurred that are not determined to be allowable or are determined to be served to ineligible clients and shall, by written notice specifying the disallowed costs, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs.

9. Form Submission:
Prior to submittal of an invoice for the following Title III funded services: Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

Prior to submittal of an invoice for Title XX Meals the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.

10. Invoice Submission:

10.1. Meals

Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual meals served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual meals served during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.

10.1.1. Meals Mileage

Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Contractor Initials CM
Date 5/20/14

Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Contract Service Authorization Form (#3502) and Meal and Mileage Invoices shall be sent to:
NH Department of Health and Human Services
Data Management Unit
129 Pleasant St, P.O. Box 2000
Concord, NH 03301

10.2. Title III Transportation:
The Contractor shall complete and submit a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served (unit being per client, per day) during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit. In addition, the Contractor shall complete a monthly transportation form. The form will be a predefined electronic form supplied by DHHS.

10.2.1. Title III Transportation Mileage
The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title III Transportation and Mileage invoices and the monthly transportation form shall be submitted to:
Financial Management
DHHS Bureau of Elderly and Adult Services
129 Pleasant St, Brown Building
Concord NH 03301

10.3. Contractor will have forty-five (45) days from the end of the contract period to submit final invoices to the Department for payment. Any adjustments made to a prior invoice, during these forty-five (45) days, will need to be accompanied by supporting documentation.

10.4. The DHHS will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.

10.5. The Contractor shall submit to DHHS the subcontractor's budget for review and approval. The Contractor shall submit to DHHS copies of their subcontractor's invoices for actual units served to clients and number of miles per client that support the requests for reimbursement, upon DHHS request.

Exhibit B-1
Home Delivered Meals
July 1. 2014 through June 30, 2015

GIBSON CENTER FOR SENIOR SERVICES, INC.			
Col. A	Col. B	Col. C	Col. D
Funding	Projected Number of Home Delivered Meals	Projected Number of Miles	Total Maximum Amount Allowed by Funding
Title III 2C	24,000	48,000	$ 130,800.00
Title XX	8,000	2,000	$ 39,400.00

Contractors Initials: CY
Date: 5/20/14

Exhibit B-2
Congregate Meals
July 1, 2014 through June 30, 2015

GIBSON CENTER FOR SENIOR SERVICES		
Col. A	Col. B	Col. C
Funding	Projected Number of Congregate Meals	Total Maximum Amount Allowed by Funding
Title III C1	17,000	$ 93,500.00

Contractors Initials: CG
Date: 5/22/14

Exhibit B-3
Transportation Services
July 1, 2014 through June 30, 2015

GIBSON CENTER FOR SENIOR SERVICES			
Col. A	Col. B	Col. C	Col. D
Funding	Projected Number of Clients	Projected Number of Miles	Total Maximum Amount Allowed by Funding
Title III B	2,250	20,000	$ 25,687.50

Contractors Initials: CS
Date: 5/22/14

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party fundors for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party fundors, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to

subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function

16.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate

16.3. Monitor the subcontractor's performance on an ongoing basis

16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

16.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.

   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. **Contract Extension:** The Department reserves the right to extend the completion date of the contract for up to two years to be exercised by mutual agreements by the parties, upon availability of funding, acceptable performance of the Statement of Work, and subsequent approval by the Governor and Executive Council.

4. **CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS:**

   4.1 This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L.112-239) and FAR 3.908.

Contractors Initials: CJ
Date: 5/20/14

4.2 The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

4.3 The Contractor shall insert the substance of this clause, including this paragraph (4.3), in all subcontracts over the simplified acquisition threshold.

5. Subparagraph 14.1.1 of the General Provisions of this contract is deleted and the following subparagraph is added:

14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $1,000,000 per occurrence and excess/umbrella liability coverage in the amount of $1,000,000 per occurrence; and

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   1.2. Establishing an ongoing drug-free awareness program to inform employees about
      1.2.1. The dangers of drug abuse in the workplace;
      1.2.2. The grantee's policy of maintaining a drug-free workplace;
      1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
      1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
      1.4.1. Abide by the terms of the statement; and
      1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
  1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name: Gibson Center for Senior Services, Inc.

5/20/14
Date

Name: George Frodette
Title: President

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor Name: Gibson Center for Senior Services, Inc.

5/20/14
Date

Name: George Findoff
Title: President

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Gibson Center for Senior Services, Inc.

5/20/14
Date

Name: George Fredette
Title: President

CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Contractor Name: Gibson Center for Senior Services, Inc.

5/20/14
Date

Name: George Prodehl
Title: President

State of New Hampshire
Department of Health and Human Services
Amendment #3 to the Nutrition and Transportation Contract

This third Amendment to the Nutrition and Transportation contract (hereinafter referred to as "Amendment #3") dated April 14, 2016, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Grafton County Senior Citizens Council, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 10 Campbell Street, Lebanon, NH, 03766.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 18, 2014 (Item #109) (hereinafter referred to as the "Contract"), and amended by an agreement (Amendment #1) approved on February 23, 2015 by the Attorney General, and (Amendment #2) approved on June 10, 2015 (Item #21) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Department and the Contractor agree to change the per person per day transportation rate and per mile rate within the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #3, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.

2. Replace Exhibit B Amendment #1, Section 3 as follows:

    3. The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A Amendment #1, Paragraph 5, according to the following reimbursement rates:

Reimbursement Rates	Unit Types
$4.85	Per Home Delivered Meal
$5.50	Per Congregate Meal
$9.32	Per Person per day for Transportation Services
$.54	Per mile

Contractor Initials: RJB
Date: 4/18/16

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/18/16
Date

NAME Marilee Nihan, MBA
TITLE Deputy Commissioner

Grafton County Senior Citizens Council, Inc.

April 18, 2016
Date

NAME Roberta J. Berner
TITLE Executive Director

Acknowledgement:
State of NH, County of Grafton on 4/18/16, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Betsey L. Cheney
Name and Title of Notary or Justice of the Peace

BETSEY L. CHENEY
NOTARY PUBLIC
STATE OF NEW HAMPSHIRE
My commission expires June 19, 2018

Contractor Initials: RJB
Date: 4/18/16

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/23/16
Date

Name: Megan A. York
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

_____
Date

Name:
Title:

Contractor Initials: RJB
Date: 5/18/16

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC. is a New Hampshire nonprofit corporation formed July 13, 1972. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 14th day of April A.D. 2016

William M. Gardner
Secretary of State

Grafton County Senior Citizens Council, Inc.

ABSTRACT OF CORPORATE MINUTES

By action taken in accordance with the by-laws, the Board of Directors of Grafton County Senior Citizens Council, Inc. adopted the following resolution effective April 28, 2014.

Resolved, that any one of the President, Vice President, Treasurer, or Executive Director is authorized on behalf of GCSCC, Inc. to accept grants and awards from, and to enter into contracts and contract amendments with, the State of New Hampshire, and to sign and otherwise fully execute such acceptances and contracts, and contract amendments or modifications thereto, and any related documents requested by the State of New Hampshire. This authorization shall continue until revoked by vote of this governing board.

I certify the foregoing vote is still in effect and has not been revoked, rescinded or modified.

I further certify that Roberta Berner is the duly elected President/Vice President/Treasurer/ **Executive Director** of this corporation and is still qualified and serving in such capacity.

Apr 18, 2016 (Date) Officer-Title Vice President

"No corporate seal."

STATE OF NEW HAMPSHIRE

COUNTY OF GRAFTON

On April 18, 2016, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the Clerk/Secretary of the corporation identified in the foregoing certificate, and acknowledged that he/she executed the foregoing certificate.

In witness whereof I hereunto set my hand and official seal.

Betsey L. Cheney
Notary Public/Justice of the Peace

Date of expiration: BETSEY L. CHENEY NOTARY PUBLIC STATE OF NEW HAMPSHIRE My commission expires June 19, 2018

RGB 4/18/16

GRAFT-5 OP ID: CH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/15/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kinney Pike/Hartford The Junction Market Place 1011 North Main Street White River Junction, VT 05001 Sandra D. Delisle	CONTACT NAME: Sandra D. Delisle PHONE (A/C, No, Ext): 802-295-3329 FAX (A/C, No): 802-296-6126 E-MAIL ADDRESS: sdelisle@kinneypike.com
INSURED Grafton County Senior Citizens Council Inc - PO Box 433 Lebanon, NH 03766	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Hanover Insurance Company — 22292 INSURER B : Riverport Insurance Company — 36684 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			ZBV-8862911-05	10/25/2015	10/25/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Emp Ben.	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			ABV8808402-05	10/25/2015	10/25/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			UHV 8882696-05	10/25/2015	10/25/2016	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC2883005759-03	11/13/2015	11/13/2016	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers Compensation Statutory Coverage applies in NH. No Excluded Officers.

CERTIFICATE HOLDER

STATENH

State of NH Dept. of Health & Human Servc. Bureau of Edlerly & Adult Services
129 Pleasant St
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Sandra D. Delisle

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Supporting Aging in Community

Horse Meadow Senior Center
(N. Haverhill 787.2539)

Linwood Area Senior Services
(Lincoln 745.4705)

Littleton Area Senior Center
(Littleton 444.6050)

Mascoma Area Senior Center
(Canaan 523.4333)

Newfound Area Senior Services
(Bristol 744.8395)

Orford Area Senior Services
(Orford 353.9107)

Plymouth Regional Senior Center
(Plymouth 536.1204)

Upper Valley Senior Center
(Lebanon 448.4213)

Sponsoring

RSVP & The Volunteer Center
(toll-free 877.711.7787)

ServiceLink of Grafton County
(toll-free 866.634.9412)

Grafton County
Senior Citizens Council, Inc.
is an equal opportunity provider.

2015-16 Board of Directors
Jim Varnum, *President*
Patricia Brady, *Vice President*
Flora Meyer, *Treasurer*
Larry Kelly, *Secretary*
Ralph Akins
Kesstan Blandin
Chuck Engborg
Clark Griffiths
Dick Jaeger
Michael King
Craig Labore
Mike McKinney
Molly Scheu
Becky Smith
Frank Thibodeau
Tuck Revers Board Fellows
Cesar Breder Chaves
Sintha Rajasingham

Roberta Berner, *Executive Director*

STATEMENT OF PURPOSE

The purpose of Grafton County Senior Citizens Council is to develop, strengthen and provide programs and services which support the health, dignity and independence of older adults and adults with disabilities living in our communities.

GCSCC assumes an advocacy and leadership position with respect to identifying the needs and concerns of older persons and individuals with disabilities and informing the public of such needs.

GCSCC supports the concept of community focal points on aging wherein individuals may obtain access to comprehensive, community based services, and participate in activities that enhance their dignity, support their independence and encourage their involvement in the community.

GCSCC provides specific programs, services and educational opportunities in a variety of settings according to the availability of resources, and will pursue its mission in the most cost effective manner and through collaboration with other organizations.

Programs and services are based upon the following values:

- Older adults and adults with disabilities are individuals and adults with ambitions, capabilities and creative capacities.
- Older adults and persons with disabilities are capable of continued growth and development.
- Older adults and adults with disabilities, like all people, have certain basic needs, including opportunities for relationships and to experience a sense of achievement.
- Older adults and adults with disabilities, like all people, need access to sources of information, help for personal and family problems and the opportunity to learn from individuals coping with similar experiences.
- Older adults and adults with disabilities have a right to make choices and to be part of decision-making processes regarding issues which affect their lives.
- GCSCC will create and maintain a climate of respect, trust and support, and will provide opportunities for all individuals to exercise their skills and develop their potential as experienced adults, within the context of the whole community to which they belong and to which they bring their wisdom, experience and insight.

G:\Word Processing\ GCSCC\Mission.doc

10 Campbell Street • P.O. Box 433 • Lebanon, NH 03766
phone: 603.448.4897 • fax: 603.448.3906 • www.gcscc.org

RGB 4/28/15

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.

FINANCIAL STATEMENTS

September 30, 2015 and 2014

SINGLE AUDIT REPORTS

September 30, 2015

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ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

6A HILLS AVENUE
CONCORD, NEW HAMPSHIRE 03301
TELEPHONE (603) 228-5400
FAX # (603) 226-3532

MEMBER
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

MEMBER OF THE PRIVATE
COMPANIES PRACTICE SECTION

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Grafton County Senior Citizens Council, Inc.
Lebanon, New Hampshire

Report on the Financial Statements

We have audited the accompanying financial statements Grafton County Senior Citizens Council, Inc. (a nonprofit organization), which comprise the statement of financial position as of September 30, 2015 and the related statement of activities and changes in net assets, statement of functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Grafton County Senior Citizens Council, Inc. as of September 30, 2015 and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Grafton County Senior Citizens Council, Inc's 2014 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated February 3, 2015. In our opinion, the summarized comparative information presented herein as of and for the year ended September 30, 2014, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Matters

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated January 14, 2016, on our consideration of Grafton County Senior Citizens Council, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Grafton County Senior Citizens Council, Inc.'s internal control over financial reporting and compliance.

Rowley & Associates, P.C.
Concord, New Hampshire
January 14, 2016

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
STATEMENTS OF FINANCIAL POSITION
September 30, 2015 and 2014
See Independent Auditor's Report

ASSETS	2015	2014
CURRENT ASSETS		
Cash, unrestricted	$ 17,670	$ 10,615
Cash, board designated	47,249	40,340
Cash, temporarily restricted	14,586	19,689
Investments	324,889	383,299
Investments, Endowment	237,609	292,850
Accounts receivable	20,741	20,843
Grants receivable	361,398	173,644
Inventories	22,154	23,026
Prepaid expenses	89,993	30,990
	1,136,289	995,296
LAND, BUILDING AND EQUIPMENT, at cost		
Land, buildings and improvements	2,497,855	2,494,394
Equipment	277,640	281,936
Vehicles	451,971	451,971
Construction in progress	131,293	3,850
Accumulated depreciation	(1,661,168)	(1,524,139)
	1,697,591	1,708,012
Total Assets	2,833,880	2,703,308
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable	91,384	50,603
Accrued expenses	136,648	114,222
Deferred revenue	35,738	32,408
Line of credit	119,985	70,000
Security deposits	325	325
	384,080	267,558
NET ASSETS		
Unrestricted		
Operating	13,814	(13,808)
Board designated	471,088	571,866
Investment in fixed assets	1,697,591	1,708,012
	2,182,493	2,266,070
Temporarily restricted	128,648	25,057
Permanently restricted	138,659	144,623
	2,449,800	2,435,750
Total Liabilities and Net Assets	$ 2,833,880	$ 2,703,308

The notes to consolidated financial statements are an integral part of this statement

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
STATEMENT OF ACTIVITIES
Year Ended September 30, 2015
With Comparative Totals For Year Ended September 30, 2014
See Independent Auditor's Report

	2015				2014
	Unrestricted	Temporarily Restricted	Permanently Restricted	Memorandum Total	Memorandum Total
SUPPORT, REVENUES AND GAINS					
SUPPORT					
Contributions:					
Local government agencies	$ 366,070	$ -	$ -	$ 366,070	$ 346,905
Senior center activities	71,323	-	-	71,323	98,319
Program participant	268,650	-	-	268,650	274,572
General contributions and other	327,458	11,950	-	339,408	353,192
Contributions, non-cash	341,943	150,000	-	491,943	261,172
Special events	32,086	-	-	32,086	33,293
Bequests	38,328	-	-	38,328	1,413
United Way agencies	30,442	8,584	-	39,026	36,302
Governmental programs and fees for contract services	2,100,351	40,000	-	2,140,351	1,902,934
	3,576,651	210,534	-	3,787,185	3,308,102
REVENUES AND GAINS					
Rental	23,370	-	-	23,370	28,864
Interest and dividends	18,120	-	2,645	20,765	24,620
Net realized and unrealized gain (loss) on investments	(31,534)	-	(8,013)	(39,547)	36,435
Gain (loss) on disposal of fixed assets	-	-	-	-	656
	9,956	-	(5,368)	4,588	90,575
TOTAL SUPPORT, REVENUES AND GAINS	3,586,607	210,534	(5,368)	3,791,773	3,398,677
Net Assets Released From Donor Imposed Restrictions	107,539	(106,943)	(596)	-	-
EXPENSES					
PROGRAM SERVICES					
Senior transportation	639,230	-	-	639,230	620,960
Nutrition programs	2,086,373	-	-	2,086,373	1,976,706
Social services programs	118,042	-	-	118,042	128,614
Service Link	458,129	-	-	458,129	406,068
RSVP programs	110,893	-	-	110,893	98,700
Senior center activities	29,971	-	-	29,971	59,491
	3,442,638	-	-	3,442,638	3,290,539
SUPPORTING SERVICES					
Management and general	302,522	-	-	302,522	286,122
Fundraising	32,563	-	-	32,563	31,001
	335,085	-	-	335,085	317,123
TOTAL EXPENSES	3,777,723	-	-	3,777,723	3,607,662
NET INCREASE (DECREASE) IN NET ASSETS	(83,577)	103,591	(5,964)	14,050	(208,985)
NET ASSETS, BEGINNING OF YEAR	2,266,070	25,057	144,623	2,435,750	2,644,735
NET ASSETS, END OF YEAR	$ 2,182,493	$ 128,648	$ 138,659	$ 2,449,800	$ 2,435,750

The notes to consolidated financial statements are an integral part of this statement

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
STATEMENT OF FUNCTIONAL EXPENSES
For the Year Ending September 30, 2015
(With Comparative Totals for the Year Ended September 30, 2014)
See Independent Auditor's Report

	PROGRAM SERVICES						SUPPORT		MEMORANDUM TOTALS	
	Senior Transportation	Nutrition	Social Services	Service Link	RSVP	Senior Activity	Management and General	Fund Raising	2015	2014
Salaries and wages	$ 271,985	$ 685,553	$ 77,505	$ 271,741	$ 70,052	$ -	$ 156,202	$ 17,355	$ 1,550,393	$ 1,548,704
Payroll taxes	20,891	50,918	5,768	20,073	5,161	-	12,901	1,434	117,146	117,133
Fringe benefits	19,702	104,921	13,052	38,755	9,687	-	19,828	2,203	208,148	191,811
Transportation	9,882	51,387	2,182	34,725	7,735	19	4,302	478	110,710	85,954
Supplies	3,049	102,084	513	20,263	3,552	2,133	11,097	1,232	143,923	143,674
Food and beverages	-	380,475	-	-	-	-	65	7	380,547	357,055
Donated food and supplies	-	319,423	-	-	-	-	-	-	319,423	254,465
Rent and utilities	29,462	129,234	1,920	15,403	1,448	-	2,671	297	180,435	171,397
Vehicle expense	110,182	-	-	-	-	-	582	65	110,829	110,401
Postage	1,346	6,403	87	1,115	806	276	4,292	477	14,802	17,431
Repairs and maintenance	18,086	89,497	1,392	3,344	1,605	104	8,729	970	123,727	143,391
Telephone and internet	3,963	15,728	359	4,511	952	-	377	42	25,932	25,332
Professional Fees	-	-	-	1,740	-	-	44,184	4,910	50,834	24,554
Bank and investment fees	67	700	-	-	611	-	7,087	118	8,583	8,767
Interest expense	-	-	-	-	-	-	3,508	-	3,508	2,750
Dues and subscriptions	922	681	30	68	228	-	2,403	267	4,599	3,439
Insurance	51,451	95,858	14,155	31,171	4,793	-	9,440	1,062	207,930	138,531
Marketing/public relations	208	685	39	2,660	547	-	1,895	211	6,245	5,860
Staff development	2,673	2,115	115	2,269	1,013	30	1,993	221	10,429	13,003
Printing and copying	247	1,080	34	1,962	322	-	673	75	4,393	4,302
Volunteer recognition	1	85	-	84	117	288	331	37	943	1,762
Miscellaneous expenses	57	417	6	646	50	-	847	94	2,117	4,758
Depreciation	94,974	48,247	774	330	-	-	-	-	144,325	159,100
Fundraising	82	789	14	25	11	137	2,235	248	3,541	3,401
Website costs	-	-	97	-	327	-	6,792	755	7,971	2,320
Other program expenses	-	-	-	7,244	1,876	1,724	88	5	10,937	17,130
Senior activity expense	-	93	-	-	-	25,260	-	-	25,353	51,237
Total Expenses	$ 639,230	$ 2,086,373	$ 118,042	$ 458,129	$ 110,893	$ 29,971	$ 302,522	$ 32,563	$ 3,777,723	$ 3,607,662

The notes to consolidated financial statements are an integral part of this statement

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
STATEMENTS OF CASH FLOWS
For the Years Ended September 30, 2015 and 2014
See Independent Auditor's Report

	2015	2014
CASH FLOWS FROM OPERATING ACTIVITIES:		
Increase (decrease) in net assets	$ 14,050	$ (208,985)
Adjustments to reconcile change in net assets to net unrestricted cash provided by operating activities:		
Depreciation	144,325	159,100
Gain on sale of investments	(1,082)	(76,689)
Unrealized loss on investments	40,629	40,254
Gain on disposal of fixed assets	-	(656)
Contributions of fixed assets	(104,378)	(1)
Change in cash restricted	5,103	(14,325)
(Increase) decrease in operating assets		
Accounts receivable	102	2,244
Grants receivable	(187,754)	20,758
Inventories	872	1,465
Prepaid expenses	(59,003)	(21,567)
Increase (decrease) in operating liabilities		
Accounts payable - trade	40,781	4,708
Accrued expenses	22,426	(42,481)
Security deposits	-	-
Deferred revenue	3,330	32,408
Net cash used by operating activities	(80,599)	(103,767)
CASH FLOW FROM INVESTING ACTIVITIES:		
Proceeds from sales on investments and Endowment	624,888	597,438
Purchases of investments and Endowment	(550,784)	(586,127)
Proceeds from sales of fixed assets	-	656
Cash paid for purchases of fixed assets	(29,526)	(4,999)
Net cash provided by investing activities	44,578	6,968
CASH FLOWS FROM FINANCING ACTIVITIES:		
Net proceeds from line of credit	49,985	70,000
Net increase (decrease) in unrestricted cash	13,964	(26,799)
Unrestricted cash, beginning of year	50,955	77,754
Unrestricted cash, end of year	$ 64,919	$ 50,955
SUPPLEMENTAL SCHEDULE OF CASH FLOW INFORMATION		
Cash paid for interest	$ 3,508	$ 2,750
Non cash contributions	$ 491,943	$ 261,172
Cost of fixed assets acquired	133,904	5,000
Donation of fixed assets	104,378	1
Net cash paid for fixed assets	$ 29,526	$ 4,999

The notes to consolidated financial statements are an integral part of this statement

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
NOTES TO FINANCIAL STATEMENTS
Years Ended September 30, 2015 and 2014

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of Grafton County Senior Citizens Council, Inc. (hereinafter referred to as the "Organization" or the "Council") have been prepared in conformity with Generally Accepted Accounting Principles (GAAP) as applied to not-for-profits. The Financial Accounting Standards Board (FASB) is the accepted standard-setting body for establishing accounting and financial reporting principles for not-for-profits. The more significant of the FASB's generally accepted accounting principles applicable to the Council, and the Council's conformity with such principles, are described below. These disclosures are an integral part of the Council's financial statements.

A. NATURE OF ACTIVITIES, PURPOSE AND CONCENTRATIONS

The Grafton County Senior Citizens Council, Inc. is a "not-for-profit" organization, which provides community-based services to older individuals in Grafton County, New Hampshire. These services include transportation, nutrition, and physical and social activities. The Council's program support is derived primarily from federally funded fee for service contracts and grants through the State of New Hampshire, and is supplemented by participant program related contributions. The Council also receives mission critical program support from area towns, agencies, United Way and Grafton County. The Council also allows the area Senior Centers to generate program support for activities specific to the area centers.

B. PROMISE TO GIVE

The Organization has adopted FASB ASC 958-605-20, "Accounting for Contributions Received and Contributions Made." In accordance with FASB ASC 958-605-20, contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence or nature of any donor restrictions. Time-restricted contributions are required to be reported as temporarily restricted support and are then reclassified to unrestricted net assets upon expiration of time restriction. Contributions are recognized when the donor makes a promise to give to the Organization that is, in substance, unconditional. Contributions that are restricted by the donor are reported as increases in unrestricted net assets if the restrictions expire in the fiscal year in which the contributions are recognized. All other donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets. The organization uses the allowance method for recognition of uncollectable amounts. There were no uncollectable amounts at September 30, 2015 and 2014, respectively.

C. USE OF ESTIMATES

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures. Accordingly, actual results could differ from those estimates.

D. BASIS OF ACCOUNTING

The financial statements of the Organization have been prepared in the accrual basis of accounting and accordingly reflect all significant receivables, payables, and other liabilities. Consequently, revenues are recognized when earned and expenses are recognized when incurred.

E. FINANCIAL STATEMENT PRESENTATION

The Council is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. In addition, the Council is required to present a statement of cash flows. The Council additionally maintains a classification of land, building and equipment within its unrestricted net asset statements of activity, which is combined into total unrestricted net assets.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

F. IN-KIND CONTRIBUTIONS

Contributed Services

The Council receives donated services from a substantial number of unpaid volunteers who have made significant contributions of their time to the general operations of the Council. No amounts have been recognized in the accompanying statement of activities because the criterion for recognition of such volunteer effort is that services must be specialized skills, which would be purchased if not donated. Service contributed for the year ended September 30, 2015 and 2014 amounted to 63,072 and 55,870 hours, respectively and are valued at $7.25 per hour for a total of $457,272 and $405,058, respectively.

Contributed goods

The Council receives donated goods throughout the year. Contributed goods can include food supplies and equipment. For financial reporting purposes the items contributed have been recorded at their fair market value at the date of the contribution. Any equipment contributed is capitalized and depreciated over its estimated useful life.

For the year ended September 30, 2015 contributed food, supplies, and fixed assets were $319,423, $6,842 and $165,678, respectively. For the year ended September 30, 2014 contributed food, supplies, and fixed assets were $253,780, $7,391 and $1, respectively.

G. INCOME TAXES

The exempt status of the Council is based upon the terms of an original Internal Revenue Service determination letter, dated July 1972, in which the Council maintained that it is an organization that operates exclusively for religious, charitable and educational purposes (as more fully defined in Internal Revenue Code Section 501(c)(3). The Council has maintained that it is not a "private foundation" under Section 509(a)(2). The Council is required to file annual information returns for tax-exempt organizations with the Internal Revenue Service as well as the Department of Charitable Trusts of the New Hampshire Attorney General's Office. The council qualifies for the charitable contribution deduction under Section 170(b)(1)(A).

H. INVESTMENTS

The Council has adopted FASB ASC 958-320, "Accounting for Certain Investments Held by Not-for-Profit Organizations." Under FASB ASC 958-320, investments in marketable securities with readily determinable fair values and all investments in debt securities are reported at their fair values in the statement of financial position. Unrealized gains and losses are included in the change in net assets. Investment income and gains restricted by a donor are reported as increase in unrestricted net assets if the restrictions are met (either by passage of time or by use) in the reporting period in which the income and gains are recognized.

I. CASH, CASH EQUIVALENTS AND INVESTMENTS

For purposes of the Statements of Cash Flows, the Council considers all highly liquid investments (short-term investments such as certificates of deposits and money market accounts) with an initial maturity of three months or less to be cash equivalents. There were no cash equivalents as of September 30, 2015 and 2014.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

J. ACCOUNTS RECEIVABLE

Accounts receivable are comprised of amounts due from customers for services provided. The Council considers accounts receivable to be fully collectible; accordingly, no allowance for doubtful accounts has been established. If accounts become uncollectible, they will be charged to operations when that determination is made. Collections on accounts previously written off are included in revenue as received.

K. GRANTS RECEIVABLE

The grants receivable consist of amounts to be received by the Council from Federal and State governments. The amounts to be received include receivables for program services already rendered under contract agreements with the government. No allowance for doubtful accounts has been established for accounts receivable.

L. LAND, BUILDINGS, AND EQUIPMENT

Land, buildings and equipment are recorded at cost at the date of acquisition or fair market value at the date of the gift. The Council's policy is to capitalize all land, buildings and equipment in excess of $1,000 (lesser individual item amounts are generally expensed) and to depreciate these assets using the straight-line method of depreciation over their estimated useful lives as follows:

	Years
Buildings and improvements	7-50
Equipment	5-20
Vehicles	5-7

Depreciation expense recorded by the Council for the years ended September 30, 2015 and 2014 was $144,325 and $159,101, respectively.

M. ALLOWANCE FOR DOUBTFUL ACCOUNTS

The Council provides, when necessary, for an allowance for doubtful accounts when accounts or pledges receivable are not deemed fully collectible. At September 30, 2015 and 2014, there was no allowance for doubtful accounts.

N. INVENTORY

Inventory is stated at the lower of cost (specific identification method) or market and is comprised of food items.

2. SUBSEQUENT EVENT

The Organization's management has evaluated subsequent events through January 14, 2016, which is the date the financial statements were available to be issued. It has been determined that no subsequent events matching this criterion occurred during this period.

3. FUNCTIONAL EXPENSES

Expenses by function have been allocated between program and supporting services classifications on the basis of time records, units of service and estimates made by the Council's management.

4. INVESTMENTS AND INVESTMENTS, ENDOWMENT

The Council maintains individual and pooled investments containing both restricted and unrestricted funds. Investment income, gains, losses, and management fees of any pool are allocated to activities based on each activity's pro-rata share (on dollar and time basis) in the pool. Investments in marketable equity securities and marketable debt securities are carried at fair market value determined by "quoted market prices" per unit (share) as of the balance sheet date. All other investments are stated at cost. Donated investments are recorded at the "fair market value" as of the date of receipt. Investment income, realized and unrealized gains, losses, dividends and interest unrestricted activities are recorded as operating activities. Investment interest and dividend income on restricted activities is added to, or deducted from, the appropriate activity.

All investments are unrestricted, board designated. Investments were comprised of the following:

	2015	2014
Investments:		
Money Markets	$ 31,305	$ 29,678
Bond Mutual Funds	192,020	247,031
ETFs	132,869	136,268
	356,194	412,976
Less amounts included in cash	(31,305)	(29,678)
Total	$324,889	$383,299

FASB Accounting Standards Codification Topic 820-10 *Fair Value Measurements* defines fair value, requires expanded disclosures about fair value measurements, and establishes a three-level hierarchy for fair value measurements based on the observable inputs to the valuation of an asset or liability at the measurement date. Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. It prioritizes the inputs to the valuation techniques used to measure fair value by giving the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurement) and the lowest priority to measurements involving significant unobservable inputs (Level 3 measurement).

Under Topic 820-10, the three levels of the fair value hierarchy are as follows:

Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities that the Organization has the ability to access at the measurement date.

Level 2 inputs are inputs other than quoted prices included in Level 1 that are either directly or indirectly observable for the assets of liabilities.

Level 3 inputs are unobservable inputs for the assets or liabilities.

The level in the fair value hierarchy within which a fair measurement in its entirety falls is based on the lowest level input that is significant to the fair value measurement in its entirety.

All investments are measured at Level 1. Inputs to the valuation methodology are unadjusted quoted prices for identical assets in active markets. None of the investments are Level 2 or Level 3 investments.

4. INVESTMENTS AND INVESTMENTS, ENDOWMENT (Continued)

The Investment, Endowment was comprised of the following:

	2015	2014
Investment , Endowment		
Money Markets	$ 15,944	$ 10,662
Bonds	-	10,262
Bond Mutual Funds	114,699	134,987
ETFs	122,910	147,601
	253,553	303,512
Less amounts included in cash	(15,944)	(10,662)
Total	$237,609	$292,850

Endowment Funds and Net Assets

In August 2008, the Financial Accounting Standards Board issued FASB Accounting Standards Codification Topic 958-205 *"Endowments of Not-for-Profit Organizations: Net Asset Classification of Funds Subject to an Enacted Version of the Uniform Prudent Management of Institutional Funds Act, and Enhanced Disclosures for All Endowment Funds" (FASB ASC Topic 958-205).*

Topic 958-205 provides guidance on the net asset classification of donor-restricted endowment funds for a nonprofit organization that is subject to an enacted version of the Uniform Prudent Management of Institutional Funds Act (UPMIFA). Topic 958-205 also requires additional disclosures about an organization's endowment funds (both donor-restricted endowment funds and board-designated endowment funds) whether or not the organization is subject to UPMIFA.

The State of New Hampshire enacted UPMIFA effective July 1, 2008, the provisions of which apply to endowment funds existing on or established after that date. The Organization has adopted Topic 958-205. The Organization's endowment consists of donated common stocks and purchased mutual funds established for a variety of purposes that support the Organization's mission. Its endowment includes both donor-restricted and funds designated by the Board of Directors to function as endowments. As required by generally accepted accounting principles, net assets associated with endowment funds, including funds designated by the Board of Directors to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

The Board of Directors of the Organization has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds absent explicit donor stipulation to the contrary. As a result of this interpretation, the Organization classifies as permanently restricted net assess (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund that is not classified in permanently restricted net assets is classified as temporarily restricted net assets until those amounts are appropriated for expenditure by the Organization in ma manner consistent with the standard of prudence prescribed by UPMIFA.

In accordance with UPMIFA, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

1) The duration and preservation of the various funds
2) The purposes of the donor-restricted endowment funds
3) General economic conditions
4) The possible effect of inflation and deflation
5) The expected total return from income and the appreciation of investments
6) Other resources of the Organization
7) The investment policies of the Organization

4. INVESTMENTS AND INVESTMENT ENDOWMENT (Continued)

Investment Return Objectives, Risk Parameters and Strategies

The Endowment Fund was established to provide a source of continued support for the service provided by the Council. The finance committee has the authority to invest in mutual funds, cash or cash equivalents or Electronically Traded Funds (ETF) in proportions at their discretion. The Endowment Fund is invested with a recommended mix of approximately 50% equities, 40% fixed income and 10% cash and cash equivalents.

Spending Policy

The spending policy is to take distributions of annual amounts of 5% of the trailing eight quarter average value of the fund assets. However, 83% of the balance of the fund may be spent if authorized by a majority vote of the Board of Directors. The remainder of the fund is made up of permanently restricted funds. These permanently restricted funds allow for the earnings to be released for spending each year.

The composition of endowment net assets and the changes in endowment net assets as of September 30, 2015 and 2014 are as follows:

	Board Designated	Permanently Restricted	Total
Endowment net assets, September 30, 2013	$152,944	$140,126	$293,070
Net, contributions (withdrawals)	(6,524)	-	(6,524)
Investment income	5,499	4,835	10,334
Net appreciation	4,321	7,154	11,475
Withdrawals in accordance with spending policy	(8,013)	(7,492)	(15,505)
Endowment net assets, September 30, 2014	$148,227	$144,623	$292,850
Net, contributions/withdrawals	(37,273)	-	(37,273)
Investment income	3,699	2,645	6,344
Net depreciation	(7,690)	(8,013)	(15,703)
Withdrawals in accordance with spending policy	(8,013)	(596)	(8,609)
Endowment net assets, September 30, 2015	$ 98,950	$138,659	$237,609

5. CONCENTRATION OF CREDIT RISK

At September 30, 2015 and 2014, the carrying amounts and bank balances with financial institutions of the Council's cash deposits are categorized by "credit risk" as follows:

Category 1 Deposits that are insured by the Federal Deposit Insurance Corporation (FDIC) or collateralized by securities held by the Council (or its agent) in the Council's name.

Category 2 Deposits that are uninsured and collateralized by securities that are held by the pledging institution's trust department (or agent) in the Council's name.

Category 3 Deposits that are uninsured and uncollateralized or collateralized by securities that are held by the pledging institution's trust department (or agent) but not in the Council's name.

At September 30, 2015 and 2014, the Organization had no uninsured cash balances, respectively

6. LINE OF CREDIT

The Council has a $200,000 line of credit at an area bank, unsecured, with a variable interest rate equal to the Wall Street Journal Prime Index. The line of credit expires September 15, 2016. The interest rate at September 30, 2015 and 2014 was 3.25%, respectively. Interest payments are required monthly. The outstanding balance as of September 30, 2015 and 2014 was $119,985 and $70,000, respectively.

7. LEASE OBLIGATION

In May 2011, the Council entered into an agreement to lease property in Littleton over twenty years in an amount equal to the tax assessment of the property, payable in monthly installments. During the years ended September 30, 2015 and 2014, respectively, the Council expensed rent in the amount of $4,200 related to the lease.

In July 2014 the Council renewed its lease of property in Littleton for three years. The lease expires in June 2017. During the years ended September 30, 2015 and 2014, respectively, the Council expensed rent in the amount of $13,271 and $13,797 related to the lease, respectively.

In January 2014 the Council signed a four-year lease of property in Lincoln, New Hampshire. The lease agreement expires in December 2018. During the years ended September 30, 2015 and 2014, respectively, the Council expensed rent in the amount of $12,035 and $11,976 related to this lease.

In October 2015 the Council entered into a one-year lease of property in Bristol, New Hampshire. During the years ended September 30, 2015 and 2014, respectively, the Council expensed rent in the amount of $10,800 related to this lease.

In January 2014 the Council entered into a one-year agreement to lease property in Orford, New Hampshire. The agreement expires in January 2016. During the years ended September 30, 2015 and 2014, respectively, the Council expensed rent in the amount of $4,980 related to the lease.

Future minimum lease payments on the above leases as of September 30 are:

2016	$ 43,028
2017	20,003
2018	16,235
2019	4,200
2020	4,200
Thereafter	65,800
	$153,466

The Council also leases office equipment under short-term operating lease agreements.

8. CONTINGENT LIABILITIES

Grants often require the fulfillment of certain conditions as set forth in the instrument of the grant. Failure to fulfill the conditions could result in the return of the funds to the grantors. Although the return of the funds is a possibility, the Board of Directors deems the contingency unlikely, since by accepting the grants and their terms, it has made a commitment to fulfill the provisions of the grant.

9. ECONOMIC DEPENDENCY

The Council receives a substantial amount of its revenues and support under federal and state funded fee for service contracts, grants and programs (primarily passed through the State of New Hampshire). If a significant reduction or delay in the level of support were to occur, it may have an effect on the Council's programs and activities.

The following reflects activity for the year ended September 30, 2015:

Federal and State Funded Contracts, Grants and Programs	$2,140,351
Percentage of Total Support and Revenues	56%

10. TEMPORARILY RESTRICTED, PERMANENTLY RESTRICTED & BOARD-DESIGNATED NET ASSETS

Board designated net assets consist of the following at September 30:

	2015	2014
Investment reserve	$ 126,092	$ 111,285
Mascoma area reserve	19,551	24,616
Plymouth reserve	8,371	10,567
Littleton reserve	147,321	205,318
Horse Meadow reserve	54,859	61,191
GCSCC Endowment fund	114,894	158,889
Total board designated net assets	$ 471,088	$ 571,866

Temporarily restricted net assets consist of the following at September 30:

	2015	2014
Plymouth deck fund	$ 3,335	$ 3,335
Plymouth refrigerator	1,604	1,604
Service Corps	2,777	13,000
Haverhill activity room	-	1,200
Lebanon transportation	300	300
Tree harp	5,120	250
Kitchen	85	-
Basket Raffle	1,365	-
United Way receivable	8,584	5,368
GC Emergency Food & Shelter receivable	4,178	-
Grafton County CDBG receivable	61,300	-
USDA Grant receivable	40,000	-
Total temporarily restricted net assets	$128,648	$ 25,057

Permanently restricted net assets consist of the following at September 30:

	2015	2014
Clapper Memorial Fund	$ 29,419	$ 30,620
Jean Clay fund	109,240	114,003
Total temporarily restricted net assets	$ 138,659	$ 144,623

11. FAIR VALUE MEASUREMENTS

In accordance with FASB ASC 820, *Fair Value Measurements and Disclosures*, the Council is required to disclose certain information about its financial assets and liabilities. Fair values of assets measured on a recurring basis at September 30 were as follows:

2015	Fair Value	Quoted Prices in Active Markets For Identical Assets (Level 1)	Significant other Observable Inputs (Level 2)
Investments	$ 562,498	$ 562,498	$ -
Accounts receivable	20,741	-	20,741
Grants receivable	361,398	-	361,398
	$ 944,637	$ 562,498	$ 382,139
2014			
Investments	$ 676,149	$ 676,149	$ -
Accounts receivable	20,843	-	20,843
Grants receivable	173,644	-	173,644
	$ 870,636	$ 676,149	$ 194,487

Fair values for investments were determined by reference to quoted market prices and other relevant information generated by market transactions. The fair value of accounts and grants receivable are estimated at the present value of expected future cash flows.

12. TAX EXEMPT STATUS

The Organization is a public charity exempt from Federal income tax under Section 501 (c) (3) of the Internal Revenue Code. The Organization does not believe it has done anything during the past year that would jeopardize its tax exempt status at either the state or Federal level. The Organization reports its activities to the IRS in an annual information return. These filings are subject to review by the taxing authorities and the federal income tax returns for 2014, 2013, and 2012 are subject to examination by the IRS, generally for three years after they were filed.

In accordance with FASB ASC 740-10, Accounting for Uncertainty in Income Taxes, the Organization is under the opinion that there are no unsustainable positions that have been taken in regards to federal or state income tax reporting requirements. Accordingly, management is not aware of any unrecognized tax benefits or liabilities that should be recognized in the accompanying statements.

13. COMPENSATED ABSENCES

Employees of the Organization are entitled to paid vacation depending on job classification, length of service, and other factors. The statement of financial position reflects accrued vacation earned, but unpaid as of September 30, 2015 and 2014 in the amounts of $87,051 and $86,894, respectively.

14. COMMUNITY DEVELOPMENT INVESTMENT TAX CREDIT PROGRAM CONTRACT

The Organization entered into a community development investment tax credit program contract with the Community Development Finance Authority (CDFA). The contract is for a revitalization project that began in July 2014 and will end in July 2019. The contract was awarded to the Organization to provide funding toward senior citizen facility improvements at six of the Organization's sites. The total funds awarded for the project, net of a 20% program fee to CDFA are $414,874.

CDFA is funding the award by providing NH tax credits to third-party donors. Donors who contribute to this project receive NH tax credits for future use. CDFA holds the funds on behalf of the Organization.

CDFA is making this grant contingent on the project's ability to obtain firm commitments in the amounts necessary to complete the project and will not release any tax credit funds held by CDFA until firm commitments are documented and provided to CDFA from the sources, or from acceptable substitute sources. All tax credit funds must be raised by Grafton County Senior Citizens Council, Inc. prior to release of funds to ensure project completion. Because of the contingent nature of this project, no amount has been included in the financial statements.

As of September 30, 2015 the Organization had met the first fundraising goal of $187,500 of which $150,000 of those funds are available for use when all contingent circumstances are met. The organization continues to raise funds.

15. RECLASSIFICATION

Certain amounts in the prior-year financial statements have been reclassified for comparative purposes to conform with the presentation in the current-year financial statements.

ROWLEY & ASSOCIATES, P.C.

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MEMBER OF THE PRIVATE
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INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors
Grafton County Senior Citizens Council, Inc.
Lebanon, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Grafton County Senior Citizens Council, Inc. (a nonprofit organization), which comprise the statement of financial position as of September 30, 2015, and the related statements of activities, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated January 14, 2016.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Grafton County Senior Citizens Council, Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Grafton County Senior Citizens Council, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of the Grafton County Senior Citizens Council, Inc.'s internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Grafton County Senior Citizens Council, Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Rowley & Associates, PC

Rowley & Associates, P.C.
Concord, New Hampshire
January 14, 2016

ROWLEY & ASSOCIATES, P.C.

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INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY OMB CIRCULAR A-133

To the Board of Directors
Grafton County Senior Citizens Council, Inc.
Lebanon, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited Grafton County Senior Citizens Council, Inc.'s compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of Grafton County Senior Citizens Council, Inc.'s major federal programs for the year ended September 30, 2015. Grafton County Senior Citizens Council, Inc.'s major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of Grafton County Senior Citizens Council, Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Grafton County Senior Citizens Council, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Grafton County Senior Citizens Council, Inc.'s compliance.

Opinion on Each Major Federal Program

In our opinion, Grafton County Senior Citizens Council, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2015.

Report on Internal Control over Compliance

Management of Grafton County Senior Citizens Council, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Grafton County Senior Citizens Council, Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Grafton County Senior Citizens Council, Inc.'s internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

Rowley & Associates, PC

Rowley & Associates, P.C.
Concord, New Hampshire
January 14, 2016

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
Year Ended September 30, 2015

SECTION I – SUMMARY OF AUDITOR'S RESULTS

1. The auditor's report expresses an unqualified opinion on the financial statements of Grafton County Senior Citizens Council, Inc.

2. No significant deficiencies relating to the audit of the financial statements are reported in the Independent Auditor's Report.

3. No instances of noncompliance material to the financial statements of Grafton County Senior Citizens Council, Inc., which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.

4. No significant deficiencies relating to the audit of the major federal award programs are reported in the Independent Auditor's Report on Compliance With Requirements That Could Have a Direct and Material Effect on Each Major Program and on Internal Control Over Compliance in Accordance With OMB Circular A-133.

5. The auditor's report on compliance for the major federal award programs for Grafton County Senior Citizens Council, Inc. expresses an unqualified opinion on all major federal programs.

6. Audit findings that are required to be reported in accordance with Section 510(a) of OMB Circular A-133 are reported in this Schedule.

7. The programs tested as major programs was:

   Federal Program Cluster:

Title IIIB, Supportive Services and Senior Center	93.044
Title IIIC, Nutrition Services	93.045
Nutrition Services Incentive Program – Food Distribution	93.053

8. The threshold used for distinguishing between Type A and B programs was: $300,000.

9. Grafton County Senior Citizens Council, Inc. qualified as a low-risk auditee.

SECTION II – FINANCIAL STATEMENT FINDINGS

No Matters Were Reported

SECTION III – FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

No Matters Were Reported

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Year Ended September 30, 2015

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Federal CFDA #	Federal Expenditures
AGING-CLUSTER		
US DEPARTMENT OF HEALTH AND HUMAN SERVICES		
Passed through the NH Department of Health and Human Services		
Title IIIB, Supportive Services and Senior Centers	93.044	$ 133,130
Title IIIC, Nutrition Services Incentive Program	93.045	407,236
Nutrition Services Incentive Program - Food Distribution	93.053	133,148
TOTAL AGING-CLUSTER		673,514
OTHER PROGRAMS		
CORPORATION FOR NATIONAL AND COMMUNITY SERVICE		
Direct Program		
Title IIA, Retired and Senior Volunteer Program (RSVP)	94.002	92,767
US DEPARTMENT OF HEALTH AND HUMAN SERVICES		
Passed through the Lakes Region Partnership for Public Health, Inc.		
State Planning & Establishment Grants for the Affordable Care Act's Exchanges	93.525	62,339
Passed through the NH Department of Health and Human Services		
Title XX, Social Services Block Grant	93.667	131,798
TOTAL OTHER PROGRAMS		286,904
TOTAL EXPENDITURES OF FEDERAL AWARDS		$ 960,418

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Year Ended September 30, 2015

NOTE 1 – BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards includes the federal grant activity on the accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations.* Therefore, some amounts presented in this schedule may differ from amounts presented in the financial statements.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in OMB Circular A-122, *Cost Principles for Non-profit Organizations*, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

NOTE 3 – RECONCILIATION TO FINANCIAL STATEMENT AMOUNT

The total expenditures of federal awards per the accompanying schedule of expenditures of federal awards reconcile to the "Statement of Activities as follows:

Federal Funding Portion of Expenditures of Award Programs	$960,418
Non-Federal Funding Portion of Expenditures of Award Programs	1,448,583
Program Income Included in Determination of Program Expenditures for Purposes of OMB Circular A-133 and Compliance Supplement	(268,650)
Governmental Programs and Fees for Services	**$2,140,351**

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
BOARD OF DIRECTORS
2015/2018

Year/ Committee	Term	Board Member ⇓	Year/ Committee	Term	Board Member ⇓
2015-2016 President	3rd 2016	James Varnum	ServiceLink PP & E (chair)	1st 2016 (unexp. term)	Chuck Engborg
2014-2016 Vice President Governance (chair) Ad Hoc Property Utilization (chair)	1st 2015	Patricia Brady	Finance Facilities (co-chair) Marketing & Development	3rd 2018	Clark Griffiths
2015-2017 Treasurer Chair, Finance	2nd 2017	Flora Meyer	Facilities (co-chair) Past President (2006-2010)	2nd 2018	Richard G. Jaeger
2015-2017 Secretary Facilities Ad Hoc Property Utilization Governance	2nd 2018	Larry Kelly		1st 2018	Michael King
Facilities	1st 2016	Ralph Akins		1st 2018	Craig Labore
PP & E	1st 2018	Kesstan Blandin	Personnel	2nd 2016	Mike McKinney

egB
4/28/15

Finance Marketing & development	2nd 2016	Emily Sands	Finance Facilities Ad hoc property utilization	2nd 2018	Frank Thibodeau
PP&E Marketing & Development	3rd 2016	Molly Scheu	Tuck Revers Board Fellow 2015-16		Cesar Breder Chaves
Governance	2nd 2017	Becky Smith	Tuck Revers Board Fellow 2015-16		Sintha Rajasingham
					Roberta J. Berner Executive Director Grafton County Senior Citizens Council, Inc.

rgm
4/28/15

ROBERTA J. BERNER

Professional Experience

1999- **Grafton County Senior Citizens Council** Lebanon, NH

Executive Director (2003-)

- CEO of nonprofit organization that provides a wide range of community-based services for elders in Grafton County, NH: work directly with Board of Directors and Board committees; represent the agency regionally and statewide; primary spokesperson for agency; manage budget of $4 million, staff of more than 100, volunteer force of 1,000; with the Board direct programmatic, personnel, financial, and other managerial directions and decisions.

Director of Marketing and Development (1999-2003)

- Responsible for all private fund development and public relations: capital campaigns, annual fund, grant research and development, market development, annual report, other publications, media liaison; worked closely with Board of Directors and Board committees

1995-1998 **Middle Mississippi Girl Scout Council** Jackson, MS

Director of Fund Development and Public Relations

- Responsible for all fund raising and public relations; worked closely with Board of Directors and conducted volunteer trainings

1992-1994, 1988-1991 **Mississippi Forestry Association** Jackson, MS

Director of Communications

- Produced quarterly four-color trade magazine; responsible for special projects including music video, media relations, grants development; worked with board committee

1987-1998 **Other Professional Contracts & Positions** Jackson, MS

Fund Development Officer	Foundation for the Mid South
Grants Development Coordinator	City of Jackson
Instructor	Department of History, Hinds Community College
Arts Education Coordinator	Arts Alliance of Jackson & Hinds County
Grants Writer	Tougaloo College, Planetarium, Jackson State Univ.
Editor	Mississippi Foundation for Public Broadcasting

1985-1987 **Ohio Regional Association of Concert and Lecture Enterprises (Ohio Arts Presenters Network)** Columbus, OH

Executive Director

- Chief executive of trade organization for presenters of the performing arts, artists, and arts-related agencies; affiliate of Ohio Arts Council

1985-1987 **Other Professional Contracts** Columbus, OH

Publications Editor	Columbus Jewish Foundation
	Columbus Museum of Art

1980-1984 **Minnesota Council on Foundations** Minneapolis, MN

Program Associate, Public Programs

- Produced newspaper for private funders and nonprofit organizations in the Twin Cities; planned and executed grants workshops with Foundation Center staff; produced directory of Minnesota foundations

1978-1980 **Minneapolis Federation for Jewish Service** Minneapolis, MN

Director of Public Relations

- Supported annual $10 million campaign with media relations, publications development, meeting planning

1974-1984 **Other Professional Contracts & Positions** Minneapolis-St. Paul, MN

Public Information Officer	Sea Grant Program, University of Minnesota
Public Relations Writer	Cardiac Pacemakers, Inc.
Publications Editor	Enablers, Inc.
Instructor	Writing Lab, University of Minnesota
Reporter	Southside News
Teaching Assistant	American Studies, University of Minnesota

1970-1974 **Gainesville Sun** Gainesville, FL

Reporter

- Features writer, news reporter

Education

M.A. American Studies, University of Minnesota 1977
Admitted to doctoral program; concentration: social welfare history

B.A. History, University of Florida 1974
Highest honors, departmental honors, Mortar Board, Danforth nominee

Professional Awards, Honors, Memberships

2014-present	Governor's Commission on Medicaid Care Management, Commissioner
2014	Micah Award, United Valley Interfaith Project
2013-present	Grafton-Coos Regional Coordinating Committee for Community Transportation, Secretary-Treasurer
2013-present	Executive Committee, Upper Valley Public Health Advisory Council
2011	Alumnus of Notable Achievement, Univ. of Minnesota, College of Liberal Arts
2010	Faculty, Institute for Life-Long Learning at Dartmouth
2010, 2011	Faculty, Aging in America Conference (NCOA/ASA)
2009-2015	Board of Directors, Kendal at Hanover; 2013-Chair, Governance Committee
2008-2014	State Coordinating Committee for Community Transportation, NH
2006-2010	President, New Hampshire Coalition of Aging Services
2006-2008	Governor's Task Force on Community Transportation, NH
2007-2014	Lebanon Rotary Club
2005-2006	Leadership New Hampshire
1998-2005	Lebanon Public Library Board of Trustees
2003-2005	CATV Board of Directors
2001-2003	Upper Valley Planned Giving Council, secretary
1995-1998	National Society of Fund-Raising Executives, board of directors, Mississippi chapter
1989, 1993	International Association of Business Communicators, Mississippi awards for best four-color magazine, best communications program
1979-1984	Women in Communications, Inc., Twin Cities Chapter award for best overall communications program, 1984 President, 1982-83 Officer and board member, 1979-1983
1979	National Council of Jewish Federations, outstanding newspaper award
1977, 1978	Minnesota Education Association awards for youth services newsletter

Carole Zangla

DEGREES AND CERTIFICATES

- B.A. Professional Studies/Psychology – Summa Cum Laude
- A.S. Human Services
- A.S. Criminal Justice
- Certified Health Information Specialist inclusive of HIPAA and confidentiality regulation
- Current CPR certification

TRAININGS/ SEMINARS ATTENDED

- Springfield College –Leadership Seminars
- Springfield College – Seminars Dealing with Difficult People
- NH Adult Protective Services – Reporting
- NH Bureau of Elderly and Adult Service – Elder Abuse
- NH Division of Community Based Care – Indications of Abuse
- Implementing Evidence-Based Policies and Practices in Community
- Evidence-Based Policies and Practices
- Trained in Word, Excel, PowerPoint, and Access
- Communication
- Ongoing Nutrition Classes

PROFESSIONAL AFFILATIONS

- Reparative board member for the Community Justice Center
- COSA volunteer for the Community Justice Center
- Community council member for the Offender Reentry Program
- Certified volunteer for the Vermont Department of Corrections, including onsite facilities' access
- Advocate for the Equal Exchange TimeBank
- Member of the Benevolent Protective Order of the Elks
- Member of the Women's Aux of the American Legion

WORK HISTORY

- 2013-Present – Director, Littleton Area Senior Center, Grafton County Senior Citizens Council, Inc. (GCSCC)
- 2011- 2013 – Home Delivered Meals Program Coordinator –Littleton Area Senior Center of GCSCC

- 2010-2012- Volunteer coordinator for the Equal Exchange TimeBank

  * Responsible for volunteer coordination, marketing, recruiting, outreach, and training

- 2009-2011 - Caledonian-Record

  *Position ended due to restructuring

- 2010 - Internship with Area Agency On Aging

  *Worked with the elderly, completed intake, and conducted outreach

- 2008-2012- full-time student–Johnson State College

- 2006-2008 ADA (assistant district administrator) of Challenger Sports Program (A city-wide recreational program for handicapped youth) – FL

  * Implemented and organized recreational programs for mentally and physically disabled children. Facilitated placements and referrals regarding handicapped youth within the community. Responsible for intake, scheduling, and volunteers.

- 2004-2006 President Cape Coral Softball and ADA of Challenger Sports Program– FL

  *Responsible for upper level management of a citywide recreational program as well as the Challenger Program, which served physically and mentally handicapped youth. Authored unique waivers for established organizations gaining programs for the handicapped. Facilitated board meetings subject to Robert's Rules of Order and public disclosure.

- 2000-2004 Vice-President of Cape Coral Softball – FL

  *Responsible for various clerical duties, public relations, program development, community interaction, and employee relations.

Betsey L. Cheney

OBJECTIVE

To work for a business that I can respect and where I am respected as a person; with leadership that expresses clear goals and rules; where I can use my abilities and experience to become an essential member of a smooth running team.

EXPERIENCE

Finance Director
2009 – Current

Grafton County Senior Citizens Council, Inc., Lebanon, NH
Responsibilities: Under the general direction of the Executive Director, oversees the accounting, budget, financial reporting and audit activities of the Grafton County Senior Citizens Council. Financial Software used: QuickBooks

1992-2009
Finance Manager
2005 –2009

Vermont Public Transportation Association, White River Jct., VT
Responsibilities: Oversee a modular fund accounting system covering a budget in excess of $10 million subject to governmental audit standards. Perform all duties necessary from daily entries into subsidiary ledgers to analyze and provide monthly financial statements to the Board. Modules included Accounts Payable, Accounts Receivable, Payroll and General Ledger. Financial Software used: Microsoft Great Plains Dynamics. Coordinate and execute the closing of the current office with the current ongoing demands of business.

Medicaid Program Coordinator
1997 – 2005

Responsibilities: Oversee the Medicaid Program. Research and compile data as requested by Executive Director, Board of Directors, and State Officials. Develop new software with computer consultant for reconciling and reporting statistical data in a progressive manner. Answer Medicaid/Reach Up questions from Brokers, drivers and clients. Seek approval from Medicaid for Client's out-of-state trips, and mediate conflicts between the aforementioned parties. Bill Ladies First Program for trips provided by Brokers, update statistical data and provide data needed for contract renegotiation. Reconcile month's end financial accounts in Accounts Receivable, Accounts Payable, and analyze financial data for Finance Manager as requested. Back up to Finance Manager. Financial Software used: Real World and Microsoft Great Plains Dynamics.

Medicaid Assistant
1992 – 1997

Responsibilities: Reconcile Medicaid Remittance Advise from Electronic Data Systems (EDS) to each Broker's Program Reports and prepare documentation for payment. Bill Reach Up trips and assist in the payment process of bills as needed. Enter information and compile monthly statistical reports for billed Medicaid and Reach Up trips for Brokers. Maintain backup files for Medicaid/Reach Up Program.

Accounts Payable
1988 – 1989

The Hitchcock Clinic, Hanover, NH
Responsibilities: Match incoming invoices and purchase orders. Code and data entry of invoices for payment and general ledger distribution. Proof voucher printouts, issuance of checks, disbursement registers, and resolution of problems with patients and vendors.

EDUCATION

Plymouth State College, Plymouth, N.H., B.S. Business Administration, Accounting, 1978
Lebanon College, Lebanon, N.H., Computer Certificate Program, 1992

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
FY 16
Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Roberta Berner	EXECUTIVE DIRECTOR	71,801.60	83.32%	59,825.09
Carole Zangla *	ASSOCIATE DIRECTOR	41,600.00	20.00%	8,320.00
Betsey Cheney	FINANCE DIRECTOR	43,929.60	83.60%	36,725.15

* The Associate Director works 80% for Littleton Area Senior Center and 20% for Administration.

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
FY17
Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Roberta Berner	EXECUTIVE DIRECTOR	18,309.20	83.22%	15,255.23
Carole Zangla *	ASSOCIATE DIRECTOR	10,608.00	20.00%	2,121.60
Betsey Cheney	FINANCE DIRECTOR	11,200.80	83.60%	9,363.87

* The Associate Director works 80% for Littleton Area Senior Center and 20% for Administration.

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Nutrition and Transportation Contract

This second Amendment to the Nutrition and Transportation contract (hereinafter referred to as "Amendment #2") dated April 13, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Grafton County Senior Citizens Council, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 10 Campbell Street, Lebanon, NH, 03766.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 18, 2014 (Item #109) (hereinafter referred to as the "Contract") and amended by an agreement (Amendment #1 to the Contract) approved on February 23, 2015, by the Attorney General, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37) and Exhibit C-1 Paragraph 3, the Department reserves the right to extend the completion date of the contract for up to two years to be exercised by mutual agreements by the parties, upon availability of funding, and acceptable performance of the Statement of Work, the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Department and the Contractor agree to extend the completion date by an additional fifteen months, and to increase the price limitation;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #2, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.7, Completion Date, by extending the date to September 30, 2016.
3. Amend General Provisions (Form P-37), Block 1.8, Price Limitation, to read: $3,043,079.55.
4. Amend General Provisions (Form P-37), Block 1.9, Contracting Officer for State Agency to read: Eric Borrin, Director of Contracts and Procurement.
5. Amend General Provisions (Form P-37), Block 1.10, to read: (603) 271-9558.
6. Delete in its entirety Exhibit A, Scope of Services and replace with Exhibit A Amendment #1, Scope of Services.
7. Amend Exhibit A-1 Geographic Area Form by extending the date to September 30, 2016.
8. Delete in its entirety Exhibit A-2 Congregate Site Information.

Contractor Initials: RJB
Date: 4/28/15

9. Delete in its entirety Exhibit B, Method and Conditions Precedent to Payment and replace with Exhibit B Amendment #1, Method and Conditions Precedent to Payment.

10. Add Exhibit B-4

11. Delete Standard Exhibit C, Special Provisions and replace with Exhibit C, Special Provisions.

12. Delete in its entirety, Exhibit C-1 Revisions to General Provisions, Section 4.

13. Delete Standard Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.

Contractor Initials: RJB
Date: 4/28/15

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/5/15
Date

Diane Langley
Director

Grafton County Senior Citizens Council, Inc.

April 28, 2015
Date

NAME Roberta J. Berner
TITLE Executive Director

Acknowledgement:
State of NH, County of Grafton on April 28, 2015 before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Betsey L. Cheney
Name and Title of Notary or Justice of the Peace

BETSEY L. CHENEY
NOTARY PUBLIC
STATE OF NEW HAMPSHIRE
My commission expires June 19, 2018

Contractor Initials: RJB
Date: 4/28/15

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/22/15
Date

Name: Megan A. Yaple
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

_____
Date

Name:
Title:

Contractor Initials: RJB
Date: 4/28/15

Scope of Services

1. Purpose:

The contractor shall provide services in this contract to assist eligible people to live as independently as possible in safety and with dignity.

1.1. The services in this contract are intended for individuals who are not already receiving the same or similar services funded through other programs such as, but not limited to: the Medicaid State Plan, any of the Home and Community Based Care Waivers administered by the Department, the Medicaid Program, or services provided through the Veterans Administration.

2. Contract Period:

The commencement date of this contract shall be effective July 1, 2014 or the date of G& C approval, whichever is later. The completion of this contract shall be September 30, 2016.

3. Population:

Services are for individuals who reside in independent living settings and who meet the eligibility criteria as follows:

3.1. Title III

Individuals who are age 60 and older and with the most economic or social needs as described in:

- Older Americans Act as amended, Section 305,(a)(2)(E) and
- Title III Older Americans Act Services: Title IIB- Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, and Title IIID- Disease Prevention and Health Promotion Services, New Hampshire (NH) Administrative Rule He-E 502.

3.2. Title XX 42 USC §1397 et seq.

Individuals who are age 60 and up or ages 18-59 who a have a chronic illness or disability, and who have maximum monthly income in accordance with, the NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX).

4. Geographic Area to be served:

The Contractor shall provide and ensure delivery of the services listed in Paragraph 5 below to all eligible persons in the towns/cities listed in Geographic Area Exhibit A-1. Nothing in this Agreement shall be construed to limit the ability of the Contractor to provide said services to other eligible persons located in a town/city not listed in Exhibit A-1 when the Department requests the contractor to do so or when the contractor receives approval by the Department.

5. Services Provided in this Agreement

5.1. The Contractor will provide the services denoted by an "x" in 5.3 Services Table below, to the population defined in Paragraph 3 above.

5.2. The Contractor will provide the services denoted by an "x" in 5.3 Services Table below, in accordance with that service's applicable laws, rules, regulations, and terms and conditions in this Agreement.

5.3 Services Table			
	Home Delivered Meals Services	Congregate Meals Services	Transportation Services
Program:			
Title III	x	x	x
Title XX	x	NA	NA

NA means that service is not applicable to this contract.

Contractors Initials: RJB
Date: 4/28/15

6. Service descriptions

6.1. Home-Delivered Meals (funded through Titles III and XX) are delivered to a client at his/her home. A client must be homebound and unable to prepare his/her own meals. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the client including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. Providers Contractors must ensure assure that a visual contact is made with each client in his/her home on each day that meals are delivered as an assurance of the individual's safety, with the exception of meals designated as emergency meals or frozen meals which are delivered to clients in advance of anticipated inclement weather conditions or other adverse conditions.

6.2. Home Delivered Meals funded by Title XX shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX) incorporated by reference into this Agreement.

6.3. Home Delivered Meals funded by Title III shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.

6.4. The Contractor agrees to perform the following: receive inquiries and applications; determine eligibility; notify applicants of eligibility; maintain records for each recipient; train staff and volunteers; monitor and evaluate services; maintain financial records; submit reports as requested to the Bureau of Elderly and Adult Services.

6.5. Congregate Meals (Community Dining) (funded through Title III) are provided in community settings, where individuals travel to a designated site to share a meal with other individuals. Advance registration is not required, and individuals register when arriving at the meal site. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the individual including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. The Contractor shall, within 10 days of the contract effective date submit for Department approval their congregate meal site information.

6.6. Congregate Meals funded by Title III shall be provided according to the rules and policies of the Bureau of Elderly and Adult Services (BEAS), including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older Americans Act of 1965 as amended, incorporated by reference into this Agreement.

6.7. Transportation (funded through Title III) provides transport in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization. Title III Transportation services do not include pleasure excursions that charge individuals a fee for participation.

Contractors Initials: RJB
Date: 4/28/15

6.8. Transportation services funded by Title III shall be provided according to the rules and policies of BEAS, including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.

6.9. Transportation providers must be in compliance with all applicable Federal and State Department of Transportation and Department of Safety regulations. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500 and inspected in accordance with NH Administrative Rule Saf-C 3200. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing and NH Administrative Rule Saf-C 1800 Commercial drivers licensing, as applicable.

7. Service Compliance Requirements

7.1. Access to Services

7.1.1. Individuals access the services described in this contract through one of two ways. They may apply directly for services to the contractor or be referred to the contractor by the Adult Protective Services Program as a result of a substantiated report of neglect, abuse, or exploitation.

7.1.1.1. Client directly applies for services: The Contractor shall determine eligibility for these services in accordance with the rules and requirements of the Title III and Title XX Programs. The contractor shall determine the eligibility of the individual; and with the exception of Congregate Meals and Transportation, provide written notice of eligibility within 45 days from the date eligibility was determined, indicate what services are to be provided and their frequency, and indicate the beginning and end dates for individual's period of eligibility.

7.1.1.2. Client referred by Adult Protective Services (APS): The contractor does not take an application, determine or redetermine the client's eligibility or issue notifications. The client's case will be managed by the APS staff. The referral will a protective services plan that the APS worker puts into place to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, or exploitation.

7.2. Client Application/Request for Services

The Contractor shall complete an intake and application for services, in accordance with New Hampshire Administrative Rule He-E 500. Title XX Home-Delivered contractors shall use Form 3000 Application provided by DHHS. Title III Home-Delivered Meals contractors may use Form 3000 or a form of their own that includes the same information as the Form 3000. Congregate meals and transportation do not require an application per se but require participants to sign up for the service as a way to request the service. The Contractor submits these signature lists as verification that the service was provided.

7.3. Client Eligibility

7.3.1. The Contractor shall determine eligibility for services and shall be in compliance with both Title III and Title XX requirements regarding eligibility determination, notice of eligibility and the individual's period of eligibility as applicable.

7.3.2. In order for clients to be eligible to receive home-delivered meals through both Title III and Title XX, the client needs to demonstrate that he or she cannot prepare meals and that the individual is:

7.3.2.1. Homebound; or

7.3.2.2. Temporarily homebound due to recovery from illness or injury.

7.3.2.3. In order for clients to be eligible to receive congregate meals and transportation, they must be age 60 or older. They must sign up for these services prior to

receiving them. A written application is not required. Individuals who are less than 60 years of age may receive congregate meals if they are:

(1) The spouses of individuals who accompany them to the meal site;

(2) Individuals providing volunteer services at the congregate meal site during meal hours;

(3) Individuals with disabilities who reside at home with an individual who is receiving Title III services; and

(4) Individuals with disabilities under the age of 60 who are not older individuals, but who reside in housing facilities occupied by older individuals where congregate meals are provided.

7.3.3. Eligibility determination

The Contractor shall submit its policies and procedures for client eligibility determination for services to DHHS for review and approval, within 30 days of the start of each State Fiscal Year.

For Home Delivered Meals:
The Contractor shall provide a written notice of the eligibility decision, for individuals determined to be eligible to receive services, to the individual as soon as possible, but no later than 45 calendar days from the date of determination. This notice shall include:
1)The services to be provided, and when;
2)The eligibility period; and
3)Contact information for the contractor.

If the client is determined to not be eligible for service(s), the notice shall include:
1)The reason(s) for the denial;
2)A statement regarding the right of the individual or his or her authorized representative to request an informal resolution or appeal of the eligibility determination decision.
3)Contact information for requesting an appeal.

7.3.4. Redetermination of Service Eligibility.

The Contractor shall submit its policies and procedures for client eligibility redetermination for services to DHHS for review and approval, within 30 days of start of each State Fiscal Year.

For Home Delivered Meals:
1)The Contractor shall review the individual's service record annually while services are being provided. The review shall be completed within 30 days prior to the anniversary date on which eligibility began.
2)The Contractor shall make a decision to re-certify or terminate the individual's services based on the requirements contained in Title III and Title XX administrative rules and document the decision by making a notation in the individuals' service record.

7.3.5. Termination of Services.

Services shall be terminated when:
1)The individual or his or her authorized representative requests that the services be terminated;
2)The individual no longer meets the eligibility requirements for services;
3)Funding by the State for the service(s) is no longer available;
4)The individual did not reapply for services as required by program rules;
5)The individual has been admitted to a nursing home or residential care facility; or

6) The individual is deceased.

7.3.6. Service Authorizations for Eligible Clients.
Once the client has been determined eligible to receive home delivered meals and congregate meals services, the contractor shall obtain a service authorization from DHHS in order to be reimbursed from this contract for allowable costs in providing services to that client. Transportation services do not require service authorizations.

7.3.6.1. The Contractor shall submit a completed Form 3502 "Contract Service Authorization-New Authorization" for each client who has been determined eligible to receive home delivered and/or congregate meals services. More than one service may be included on a Form 3502. The completed Form 3502 shall be submitted to:

Bureau of Data Management
129 Pleasant Street
Concord, NH 03301

7.4. Client Assessments

The contractor shall assess the individual's needs and develop written service plans, keep written progress notes; and monitor and adjust service plans to meet the individual's needs in accordance with NH Administrative Rule 500.

7.5. Person centered provision of services

The Contractor agrees to incorporate into its agency's functions, policies, staff-client interactions and in the provision of all services in this Agreement the following Guiding Principles for Person-Centered Planning Philosophy:

7.5.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
- 7.5.1.1. Individual's wishes, values, and beliefs are considered and respected.
- 7.5.1.2. Individual is listened to; needs and concerns are addressed.
- 7.5.1.3. Individual receives the information he/she needs to make informed decisions.

7.5.2. Planning is responsive to the individual. His or her preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.

7.5.3. Services are designed, scheduled, and delivered to best meet the needs and preferences of the individual.

7.5.4. The system is committed to excellence and quality improvement:

7.5.5. Individual rights are affirmed and protected.

7.5.6. Individuals are protected from exploitation, abuse, and neglect.

7.5.7. The service system is accessible, responsive, and accountable to the individual.

7.5.8. Person-centered planning may be incorporated into existing service plans or documents already being used by the contractor.

7.6. Staffing

The Contractor agrees to adhere to the following staffing requirements:

7.6.1. Provide sufficient staff to perform all tasks specified in this Agreement. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients and geographic area as identified in this Agreement.

7.6.2. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their

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respective positions. This includes keeping up-to-date personnel and training records and documentation of all individuals requiring licenses and/or certifications. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to DHHS within thirty days of approval of the Contract Agreement. The plan shall include but not be limited to:

7.6.3. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;
7.6.4. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;
7.6.5. A description of time frames necessary for obtaining staff replacements;
7.6.6. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience; and
7.6.7. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

7.7. Service Delivery Verification

The following are the performance measure reporting requirements for each service identified in Section 1.

1) Eligibility:
   a) The number of applications for home delivered meals and the number of requests for congregate meals and transportation and
      i) The number and percent of applicants found eligible for each service; and
      ii) The number and percent of applicants found ineligible for each service.
   The contractor will indicate the reasons applicants were found ineligible and what quality improvement activities are to be initiated to address concerns about eligibility.

2) Quality and Appropriateness:
   a) Plans of Care: For home delivered meals the number and percent of individuals' plans of care contain evidence of person-centered planning
      i) The number and percent of individuals who have experienced a safety-related incident or accident which occurs during times of face-to-face contact with the client(s); The number and percent of individuals for whom a report to Adult Protective Services was made.
   b) Experience: The number and percent of individuals surveyed (via telephone, mail, e-mail, or face-to-face) who report their experiences with their services and providers have been satisfactory or better.
   c) The contractor will indicate the reasons why:
      i) For home delivered meals, applicants' plans of care did not include evidence of person-centered planning;
      ii) Applicants experienced safety-related incidents which occurs during times of face-to-face contact with the client(s); Applicants were referred to Adult Protective Services; and
      iii) The number and percent of individuals surveyed who reported their experiences with their services and providers were not satisfactory or better.
   d) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about the quality and appropriateness of care.

3) The Contractor must survey a sample of participants for each contracted service and provide their survey methodology, in writing, to BEAS.

4) Service Delivery
   a) The number of open cases at the end of each reporting period, and
      i) The number and percent of days individuals did not receive a planned service(s) due to the service(s) not being available due to inadequate staffing or other related provider issue or due to lack of transportation, etc.

b) The Contractor will indicate the reasons applicants did not receive their planned services.
c) The Contractor will describe the quality improvement activities to be initiated to address identified concerns about service delivery.

7.8. Reporting Requirements:

7.8. Reporting Requirements:
The Contractor shall complete quarterly reports on a pre-defined electronic form provided by the Department. Quarterly is defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30. The Contractor shall submit the quarterly reports to the Department by October 15, January 15, April 15, and July 15 as applicable to each State Fiscal Year in the contract period. The data will include, but not be limited to the following:

- Expenses by program service provided. Service is defined as Home Delivered Meals, Congregate Meals & Transportation;
- Revenue, by program service provided, by funding source;
- Actual Units served, by program service provided, by funding source;
- Number of unduplicated clients served, by service provided, by funding source;
- Number of Title III and Title XX clients served with non-BEAS funds;
- Unmet need/waiting list; and
- Lengths of time clients are on a waiting list.

In addition, the Contractor shall complete the Home-Delivered Data Form and the Transportation Data Form provided by the Department. The Contractor shall submit the Forms to the Department by January 31 and July 31 as applicable to each State Fiscal Year in the contract period. The data will include, but not be limited to the following:

For home-delivered meals:

- the number of meals served by client and by town;
- the number of meals served in the aggregate; and
- the number of miles related to the delivery of meals in the aggregate.

For transportation:

- the number of clients served by town and in the aggregate;
- the number of miles in the aggregate;
- the nature of the transportation. Nature is defined as medical appointment, shopping, etc...; and
- the occupancy rate per vehicle.

7.9. Client Fees and Donations

7.9.1. Title III Services

Except as provided in paragraph 7.9.3, the NH Administrative Rule He-E 502.12 allows Title III contractors to ask individuals receiving services for a voluntary donation towards the cost of the service and provides guidance for requesting donations. The donation is to be purely voluntary, and no one can be refused services if they are unable or unwilling to donate.

The Contractor is required to report the total amount of collected donations on the quarterly report sent to BEAS Finance.

7.9.2. Title XX Services

The Contractor may charge fees to individuals receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to individuals seeking services. The Contractor shall comply with the New Hampshire Administrative Rule He-E 501 when establishing and charging fees to individuals. In

addition, the Contractor is required to report on the total amount of fees/income received for Title XX Services on the quarterly report sent to BEAS Finance.

7.9.2.1. The Contractor providing Title XX services may charge fees to clients, referred by APS staff, for whom reports of abuse, neglect, self-neglect and/or exploitation have not been founded. The Contractor is required to include the total amount of fees/income received for Title XX services, referred by APS staff, with the total amount of fees/income reported for Title XX Services, listed above, on the quarterly report sent to BEAS Finance.

7.9.3. Adult Protective Services

Under RSA 161-F: 42 et seq. BEAS provides protective services to incapacitated adults to prevent neglect, abuse or exploitation. When BEAS determines that an individual needs protective services as described in the Adult Protection Program NH Administrative Rules (He-E 700), the Contractor agrees that the payment received from BEAS for the specified services is payment in full for those services, and the provider agrees to refrain from making any attempt to secure additional reimbursement of any type from the individual for those services. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons in need of protective services.

7.9.3.2. Agencies providing Title III and/or Title XX services may not charge fees or ask donations from clients referred by the DHHS Adult Protective Services (APS) Program as long as these individuals remain active recipients of adult protective services as verified by Adult Protective Services staff.

7.10. Adult Protective Services

The Contractor will report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law.
The Contractor shall make a good faith effort to assure the provision of some level of services to those persons who the Department refers to the contracted agency and identifies the client in in need of protective services.
The Contractor shall follow the plan of care established by the APS social worker.
The contractor is expected to inform the referring APS staff of any changes in the individual's situation or other concerns, and the APS staffs are expected to inform the contractor of any information that may affect service provision.

7.11. E-Studio Electronic Information System

The Contractor shall be required to use BEAS' E-Studio electronic information system. E-Studio is BEAS' primary vehicle for uploading important information concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information. Contractor shall identify all of the key personnel who need to have E-Studio accounts to ensure that information from BEAS can be shared with the necessary agency staff. There is no cost to the contractor for BEAS to create an E-Studio account and no limit on the number of staff an agency identifies to have access to E-Studio. Contractor shall ensure that their E-Studio account(s) are kept current and that BEAS is notified when a staff member is no longer working in the program so his/her account can be terminated.

7.12. Criminal Background and Adult Protective Service Registry Checks

The contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services are required to complete a BEAS State Registry check before the staff member or volunteer begins providing services. In addition, all agency staff must undergo a NH Criminal Records Background check.

7.12.1. Contractor shall conduct a New Hampshire criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact.

7.12.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49, which require the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry.

7.13. Grievance and Appeals

The Contractor must maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and staff. The Contractor shall have grievance system in place that includes a grievance process and any grievances filed are to be available to DHHS upon request. At a minimum the process shall include the following:

a) Client name,
b) type of service,
c) date of written grievance,
d) nature/subject of the grievance,
e) who in the agency reconsiders agency decisions,
f) what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.

7.14. Privacy and Security of Client Information

DHHS is the designated owner of all data and shall approve all access to that data. The Contractor shall not have ownership of State data at any time. The Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law. Privacy policy statements may be developed and amended from time to time by the State and will be appropriately displayed on the State portal. The Contractor shall provide sufficient security to protect the State and DHHS data in network, transit, storage and cache. In the event of breach, the contractor shall notify the Department within one day from the date of breach.

7.15. Culturally and Linguistically Appropriate Standards of Care

The Contractor shall ensure equal access to quality services under this contract by providing culturally and linguistically appropriate services according to the following guidelines:

- Assess the ethnic/cultural needs, resources and assets of their community.
- Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment or to those with disabilities.
- When feasible and appropriate, provide clients of minimal English skills with interpretation services.
- Offer clients a forum through which they have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may require a response.
- When feasible and appropriate, identify communication access needs for clients who may be deaf or hard of hearing, and/or have vision or speech impairment and develop an individual communication plan for clients to receive services.

7.16. Wait Lists

7.16.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. The contract agency shall maintain a wait list in accordance with NH Administrative Rules He-E 501 and 502 when funding or resources are not available to provide the requested services. A wait list includes at a minimum:

a) Each contract agency shall include the following information on its wait list:
   i) The individual's full name and date of birth;
   ii) The name of the service being requested;
   iii) The date upon which the individual applied for services which shall be the date the application was receive by the contract agency or BEAS;
   iv) The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
   v) The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services;
   vi) The individual's assigned priority on the wait list, determined in accordance with (b) below;
   vii) A brief description of the individual's circumstances and the services he or she needs.
b) The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
   i) Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
   ii) Declining mental or physical health of the caregiver;
   iii) Declining mental or physical health of the individual;
   iv) Individual has no respite services while living with a caregiver; and
   v) Length of time on the wait list.
   vi) When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.
   vii) Individuals who are being served under protective services RSA 161-F: 42-57 shall be given priority status on the waitlist and in accordance with He-E 501.14 (f) and He-E 502.13.
   viii) Individuals with adult protective needs in accordance with RSA 161-F: 42-57 shall be exempt from the wait list.
c) When an individual is placed on the wait list, the contract agency shall notify the individual in writing
d) The wait list must be maintained during the contract period and available to BEAS upon request.

7.17. Notice of Failure to meet Service Obligations

1) In the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date, the Contractor shall give at least a ninety (90) day prior written notice addressed to the Bureau Director, Bureau of Elderly and Adult Services, of such in ability to meet service obligations.
2) Examples of failure to meet service obligations may include, but are not limited to:
   a) Reducing hours of operation
   b) Changing a geographic service area
   c) Closing or opening a site
3) The written notification shall include the following:
   a) The reasons for the inability to deliver services;
   b) How service recipients and the community will be impacted if the contractor is unable to provide services
   c) How service recipients and the community will be notified; and
   d) The Contractor's plan to transition clients into other services or refer the clients to other agencies.
4) The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:
   a) Service(s) are terminated or planned to be terminated prior to the termination date of the contract;

b) The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State;
c) The Contractor terminates a services or services for any reason;
d) The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

7.18. Transition Process

The Contractor shall have a transition process for clients in the event that they maybe transitioned between DHHS contracted providers and shall submit their written transition process to DHHS within thirty days of approval of the Contract Agreement. The process shall ensure

a) Uninterrupted delivery of services for clients;
b) A method of notifying clients and/or the community about the transition. A staff member shall be available to address questions about the transition.

7.19. Compliance with Laws and Regulations

Services and Administration of the program services shall be provided in accordance with the applicable federal and state laws, Title III and Title XX rules, policies and regulations adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.

7.20. Contract Monitoring

The Contractor shall:

7.20.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.

7.20.2. Ensure the Department is provided with access that includes but is not limited to:

a) Data
b) Financial records
c) Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
d) Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
e) Scheduled phone access to Contractor principals and staff
f) Timely unscheduled phone response by Contractor principals and staff.

7.21. Financial Integrity Maintenance

7.21.1. Financial Reporting Requirements: In addition to the requirement for the Contractor to provide annual audited financial statements, the Contractor will provide to the State quarterly interim Balance Sheet and Profit and Loss Statements for the Contractor including separate statements for related parties. Quarterly is defined as the period of July 1 to September 30, October 1 to December 31, and January 1 to March 31, and April 1 to June 30. The Contractor shall submit the quarterly statements to the Department by October 31, January 31, April 31, and July 31 as applicable to each State Fiscal Year in the contract period. All statements must be certified by an officer of the reporting entity.

7.21.2. Corrective Action and or Termination: If after review of the contractor submitted information, and based on the following risk assessment, the State at its sole discretion, the State may:

1. Require a corrective action plan for identified deficiencies, or
2. Terminate the contract for reasons of risk to continued operation, services, or deliverables as required by the terms of the contract.

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7.21.3. Absence of Risk Conditional Termination: This section does not negate any rights the State may have relative to the contract.

7.21.4. Risk Assessment Process:
The State will analyze the financial information provided by Contractor. Such analysis will include calculation of the ratios set forth in Table A. The weighted average of the ratios is used to calculate a risk score as follows:

- Low Risk 70% and Above
- Moderate Risk From 26% to 69%
- High Risk 25% and Below

7.21.5. Weighted Average: The process for the scoring is

1. Calculate the individual ratio for the Contractor
2. Divide Contractor ratio by the benchmark to determine percentage above or below benchmark
3. Multiply Contractor percentage by "Percentage Weight of Risk Score"
4. Add the scores for the ratios as determined for each ratio in Steps 1 to 3.

7.21.6. The State will provide, upon request, the Risk calculations for the Contractor.

Table A - Risk Analysis Assessment Ratios Matrix

Category	*Name of Ratio*	*Description*	*How it is Calculated*	*What the Ratio Measures*	*Benchmark*	*Percentage of Total Risk Assessment*
Liquidity	Current Ratio	This ratio compares the Current Assets with the Current Liabilities.	CURRENT ASSETS / CURRENT LIABILITIES	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a ratio, and represents 15% of the total risk assessment value.	1.0:1	10.0%
Liquidity	Days Expense in Working Capital	This ratio calculates the number of day's expense that the working capital can support.	(CURRENT ASSETS - CURRENT LIAB) / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed in "number of days" and represents 15% of the total risk assessment value.	30	10.0%

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Table A - Risk Analysis Assessment Ratios Matrix						
Category	***Name of Ratio***	***Description***	***How it is Calculated***	***What the Ratio Measures***	***Benchmark***	***Percentage of Total Risk Assessment***
Liquidity	Days of Revenue In Accounts Receivable	This ratio calculates the number of days of revenue that are in accounts receivable.	(ACCOUNTS RECEIVABLE) / (REVENUE/365)	This ratio measures the performance of the accounts receivable function and the timeliness of revenue collection. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in days.	30	10.0%
Operating Results	Return on Equity	This ratio is a representation of the increase or decrease in net assets from the prior year.	INCREASE IN NET ASSETS / NET ASSETS	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Operating Results	Operation Income to Revenue	This ratio compares the current year's operating income with the current year's revenue.	OPERATING INCOME / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	3%	10.0%

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Table A - Risk Analysis Assessment Ratios Matrix						
Category	***Name of Ratio***	***Description***	***How it is Calculated***	***What the Ratio Measures***	***Benchmark***	***Percentage of Total Risk Assessment***
Operating Results	Cash Flow % of Revenue	This ratio calculates the company's cash flow as a percentage of revenue.	(INCREASE IN NET ASSETS + DEPRECIATION) / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	2%	10.0%
Leverage	Debt to Equity	This ratio compares total debt to equity.	(TOTAL ASSETS - NET ASSETS)/NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a ratio and represents 5% of the total risk assessment value.	0.7:1	5.0%
Leverage	Long Term Debt to Equity	This ratio compares long term debt to equity.	LONG TERM DEBT / NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 5% of the total risk assessment value.	100%	5.0%
Leverage	Debt Ratio	This ratio compares total debt to total assets.	(TOTAL ASSETS - NET ASSETS)/TOTAL ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk	50%	10.0%

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Table A - Risk Analysis Assessment Ratios Matrix						
Category	***Name of Ratio***	***Description***	***How It Is Calculated***	***What the Ratio Measures***	***Benchmark***	***Percentage of Total Risk Assessment***
				assessment value.		
Reserves	Cash Flow to Total Debt	This ratio compares cash flow to total debt.	(OP. SURPLUS + DEPRECIATION) / (TOTAL ASSETS - NET ASSETS)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Reserves	Days Expense in Available Net Assets	This ratio calculates the number of day's expense that the net assets of the company can support.	NET ASSETS / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in "number of days" and this represents 10% of the total risk assessment value.	90	10.0%
						100.0%

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Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions (Form P-37) of this Agreement in consideration for the Contractor's compliance with the terms and conditions of this Agreement and for the services provided by the Contractor pursuant to Exhibit A Amendment #1, Scope of Services.

2. The following terms and conditions detailed this Exhibit B Amendment #1 shall apply to all applicable services identified in Exhibit A Amendment #1, Paragraph 5, unless expressly stated otherwise.

3. The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A Amendment #1, Paragraph 5, according to the following reimbursement rates:

Reimbursement Rates	Unit Types
$4.85	Per Home Delivered Meal
$5.50	Per Congregate Meal
$8.75	Per Person per day for Transportation Services
$.30	Per mile

4. Payment for contracted services will be in accordance with Exhibit B-1, Exhibit B-2, Exhibit B-3 and Exhibit B-4.

5. The General provisions (Form P-37) Block 1.6 Account Numbers are as follows:

   - 05-95-48-481010-78720000-512-500352
   - 05-95-48-481010-78720000-541-500383
   - 05-95-48-481010-78720000-544-500386
   - 05-95-48-481010-92550000-544-500386

6. This Contract is funded with federal funds made available under the Catalog of Federal domestic Assistance (CFDA) #'s, for the provision of services pursuant to Exhibit A Amendment #1, Scope of Services as follows:

   - 93.044 United States Department of Health and Human Services, Administration for Community, Living Special Programs for the Aging- Title IIIB
   - 93.045 United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging- Title IIIC-1
   - 93.045 United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging- Title IIIC-2
   - 93.667 United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant- Title XX

   6.1. The Contractor agrees to provide the services in Exhibit A Amendment #1, Scope of Services in compliance with funding requirements.

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7. Notwithstanding paragraph 18 of the General Provisions (Form P-37), an amendment, limited to the terms of Exhibit B-1, Exhibit B-2, Exhibit B-3 and Exhibit B-4, to transfer the amount of units from one service to another can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

8. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT).

9. The DHHS may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in accordance with the requirements and scope of services in Exhibit A Amendment #1; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.

10. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of required reports, or Contractor Site Review Reports, the State may review all units served to clients and number of miles per client incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any units served to clients and number of miles per client incurred that are not determined to be allowable or are determined to be served to ineligible clients and shall, by written notice specifying the disallowed costs, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs.

11. Form Submission:
    Prior to submittal of an invoice for the following Title III funded services: Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

    Prior to submittal of an invoice for Title XX Meals the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.

12. Invoice Submission:
    12.1. Meals
    Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual meals served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.
    Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual meals served during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

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A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.

12.1.1. Meals Mileage

Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Contract Service Authorization Form (#3502) and Meal and Mileage Invoices shall be sent to:
NH Department of Health and Human Services
Data Management Unit
129 Pleasant St, P.O. Box 2000
Concord, NH 03301

12.2. Title III Transportation:

The Contractor shall complete and submit a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served (unit being per client, per day) during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit. In addition, the Contractor shall complete a monthly transportation form. The form will be a predefined electronic form supplied by DHHS.

12.2.1. Title III Transportation Mileage

The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title III Transportation and Mileage invoices and the monthly transportation form shall be submitted to:
Financial Management
DHHS Bureau of Elderly and Adult Services
129 Pleasant St, Brown Building
Concord NH 03301

Contractor Initials RJB
Date 4/28/15

12.3. Contractor will have forty-five (45) days from the end of the contract period to submit final invoices to the Department for payment. Any adjustments made to a prior invoice, during these forty-five (45) days, will need to be accompanied by supporting documentation.

12.4. The DHHS will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.

12.5. The Contractor shall submit to DHHS the subcontractor's budget for review and approval. The Contractor shall submit to DHHS copies of their subcontractor's invoices for actual units served to clients and number of miles per client that support the requests for reimbursement, upon DHHS request.

Contractor Initials RJB
Date 4/28/15

Contractor Name:	Grafton County Senior Citizen's Council, Inc.

Period:	7/1/15-6/30/16			7/1/16-9/30/16		
Funding Source and Service	Projected Number of Units	Projected Number of Miles	Total Maximum Amount Allowed by Funding Source	Projected Number of Units	Projected Number of Miles	Total Maximum Amount Allowed by Funding Source
Title III C-1 Congregate Meals	68,226		$375,243.00	17,057		$93,813.50
Title III C-2 Home Delivered Meals	61,383	81,467	$322,147.65	15,346	20,367	$80,538.20
Title IIIB Transportation	33,824	234,300	$366,250.00	8,456	58,575	$91,562.50
Title XX Home Delivered Meals	54,819	76,549	$288,836.85	13,705	19,137	$72,210.35

Contractors Initials: RGB
Date: 4/28/15

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS
As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Grafton County Senior Citizens Council, Inc.

April 28, 2015
Date

Roberta J. Berner
Name: Roberta J. Berner
Title: Executive Director

Nicholas A. Toumpas
Commissioner

Eric D. Borrin
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF BUSINESS OPERATIONS
BUREAU OF CONTRACTS & PROCUREMENT

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9558 1-800-852-3345 Ext. 9558
Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

February 17, 2015

Megan Yaple
NH Department of Justice
Office of the Attorney General
33 Capitol Street
Concord, New Hampshire 03301

Dear Attorney Yaple,

Please review the attached amendment between the Department of Health and Human Services, Division Community Based Care Services, Bureau of Elderly and Adult Services and Grafton County Senior Citizens Council, Inc., (Vendor #177675), 10 Campbell Street, Lebanon, NH 03766. The vendor provides nutrition and transportation services in Grafton County. The Contractor requested a transfer of funds between the respective budget lines for home delivered meals and transportation services in order to better address client needs. The Department supports this transfer of SFY 2015 funds. The Governor and Executive Council approved the original agreement on June 18, 2014 (item # 109). There are no additional funds being requested in this amendment. 60% Federal and 40% General Funds.

The following language is included in Exhibit B, paragraph 5 of the contract agreement:

5. Notwithstanding paragraph 18 of the P-37, an amendment limited to the terms of Exhibit B-1, B-2, and B-3 to transfer the amount of units from one service to another can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

I am asking that you review and sign off on this contract amendment as it does not need further action by the Governor and Executive Council.

The remainder of this letter is presented in the format typical of most Governor and Executive Council letters, so that you might have some context for your review.

EXPLANATION

Grafton County Senior Citizens Council Inc. has requested the transfer of funds described above in order to realign the budget to provide additional funding for home delivered meals and mileage for the transportation of clients The contractor originally anticipated a lower usage of meals and transportation miles, and expects the transfer will provide enough meals and transportation to support the overall client usage for the remainder of the state fiscal year.

This contract was awarded as the result of a competitive bid process. On November 22, 2013 the Department issued a Request for Proposal for Title XX and Title III Nutrition and Transportation services on the Department's website.

Area Served: Grafton County.

Source of Funds: 60% Federal Funds from the Social Services Block Catalog of Federal Domestic Assistance (CFDA) # 93.667Grant and Administration for Community Living's Special Programs for the Aging-Title III, CFDA #s 93.044 and 93.045 and 40% General Funds.

In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Eric D. Borrin
Director

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Nutrition and Transportation Contract

This 1st Amendment to the Nutrition and Transportation Contract (hereinafter referred to as "Amendment #1") dated this 4th day of February 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Grafton County Senior citizens Council, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation organized under the laws of the State of New Hampshire, with a place of business at 10 Campbell Street, Lebanon, NH, 03766.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 18, 2014 (item #109), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 and Exhibit B paragraph #5 of the Agreement, which states that notwithstanding paragraph 18 of the P-37, an amendment limited to Exhibit B-1, B-2, and B-3 to transfer the amount of units from one service to another, can be made by written agreement of both parties and may be made without obtaining approval of G&C; and

WHEREAS, the State and the Contractor agree to transfer units within State Fiscal Year 2015 within the price limitation.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

To amend as follows:

1) Delete Exhibit B-1 and replace with Exhibit B-1 Amendment #1.
2) Delete Exhibit B-3 and replace with Exhibit B-3 Amendment #1.

Contractors Initials: RGB
Date: 2-5-2015

State of New Hampshire
Department of Health and Human Services
Amendment #1 for Nutrition and Transportation Services

This amendment shall be effective upon approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

1/17/15
Date

Diane Langley
Director

Grafton County Senior Citizens Council, Inc.

2/5/2015
Date

NAME Roberta J. Berner
TITLE Executive Director

Acknowledgement:
State of NH, County of Grafton on 2/5/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Betsey L Cheney
Name and Title of Notary or Justice of the Peace

BETSEY L. CHENEY
NOTARY PUBLIC
STATE OF NEW HAMPSHIRE
My commission expires June 19, 2018

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

2/23/15
Date

Name: Megan D. Yount
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-1 Amendment #1
Home Delivered Meals
July 1, 2014 through June 30, 2015

Grafton County Senior Citizens Council, Inc.			
Col. A	Col. B	Col. C	Col. D
Funding	Projected Number of Home Delivered Meals	Projected Number of Miles	Total Maximum Amount Allowed by Funding
Title III C2	61,383	81,467	$ 322,147.65
Title XX	54,819	76,549	$ 288,836.85

Contractors Initials: RGB
Date: 2/5/2015

Exhibit B-3 Amendment #1
Transportation Services
July 1, 2014 through June 30, 2015

Grafton County Senior Citizens Council, Inc.			
Col. A	Col. B	Col. C	Col. D
Funding	Projected Number of Clients	Projected Number of Miles	Total Maximum Amount Allowed by Funding
Title III B	33,824	234,300	$ 366,250.00

Contractors Initials: AMB
Date: 2/5/2015

Grafton County Senior Citizens Council, Inc.

ABSTRACT OF CORPORATE MINUTES

By action taken in accordance with the by-laws, the Board of Directors of Grafton County Senior Citizens Council, Inc. adopted the following resolution effective April 28, 2014.

Resolved, that any one of the President, Vice President, Treasurer, or Executive Director is authorized on behalf of GCSCC, Inc. to accept grants and awards from, and to enter into contracts and contract amendments with, the State of New Hampshire, and to sign and otherwise fully execute such acceptances and contracts, and contract amendments or modifications thereto, and any related documents requested by the State of New Hampshire. This authorization shall continue until revoked by vote of this governing board.

I certify the foregoing vote is still in effect and has not been revoked, rescinded or modified.

I further certify that Roberta Berner is the duly elected President/Vice President/Treasurer/ **Executive Director** of this corporation and is still qualified and serving in such capacity.

2/5/2015 (Date)

Officer – Treasurer

"No corporate seal."

STATE OF NEW HAMPSHIRE

COUNTY OF GRAFTON

On February 5th, 2015, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the Clerk/Secretary of the corporation identified in the foregoing certificate, and acknowledged that he/she executed the foregoing certificate.

In witness whereof I hereunto set my hand and official seal.

Notary Public/Justice of the Peace

Date of expiration:

BETSEY L. CHENEY
NOTARY PUBLIC
STATE OF NEW HAMPSHIRE
My commission expires June 13, 2018

Subject: Nutrition and Transportation Services

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		**1.2 State Agency Address** 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Grafton County Senior Citizens Council, Inc.		**1.4 Contractor Address** 10 Campbell Street Lebanon, NH 03766	
1.5 Contractor Phone Number (603) 448-4897	**1.6 Account Number** See Exhibit B	**1.7 Completion Date** June 30, 2015	**1.8 Price Limitation** $1,352,477.50
1.9 Contracting Officer for State Agency Mary Maggioncalda		**1.10 State Agency Telephone Number** 603-271-9096	
1.11 Contractor Signature Roberta J. Berner		**1.12 Name and Title of Contractor Signatory** Roberta J. Berner Executive Director	

1.13 Acknowledgement: State of NH, County of Grafton

On 5/15/14, 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 Betsey L. Cheney

[Seal]

1.13.2 Name and Title of Notary or Justice of the Peace

BETSEY L. CHENEY
NOTARY PUBLIC
STATE OF NEW HAMPSHIRE
My commission expires June 19, 2018

1.14 State Agency Signature Lisa L Rockburn	**1.15 Name and Title of State Agency Signatory** Lisa Rockburn Director
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:	Director, On:
1.17 Approval by the Attorney General (Form, Substance and Execution) By: Mike Ross	On: 5/26/14
1.18 Approval by the Governor and Executive Council By:	On:

RGB
5/15/14

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

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8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.
The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $2,000,000 per occurrence; and
14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

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certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

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Scope of Services

1. Purpose:

The contractor shall provide services in this contract to assist eligible people to live as independently as possible in safety and with dignity.

1.1. The services in this contract are intended for individuals who are not already receiving the same or similar services through one of DHHS' Medicaid Waiver Programs, who are eligible for other NH Medicaid services or who are receiving the same or similar services through the Veterans' Administration.

2. Contract Period:

The commencement date of this contract shall be effective July 1, 2014 or the date of G& C approval, whichever is later. The completion of this contract shall be June 30, 2015.

3. Population:

Services are for individuals who reside in independent living settings and who meet the eligibility criteria as follows:

3.1. Title III

Individuals who are age 60 and older and with the most economic or social needs as described in:

- Older Americans Act as amended, Section 305,(a)(2)(E) and
- Title III Older Americans Act Services: Title IIB- Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, and Title IIID- Disease Prevention and Health Promotion Services, NH Administrative Rule He-E 502.

3.2. Title XX 42 USC §1397 et seq.

Individuals who are age 60 and older or ages 18-59 who have a chronic illness or disability, and a maximum monthly income of $1,194 for calendar year 2014 as described in:

- The Social Services Block Grant (Title XX), NH Administrative Rule He-E 501.

4. Geographic Area to be served:

The Contractor shall provide and ensure delivery of the services listed in Paragraph 5 below to all eligible persons in the towns/cities listed in Geographic Area Exhibit A-1. Nothing in this Agreement shall be construed to limit the ability of the Contractor to provide said services to other eligible persons located in a town/city not listed in Exhibit A-1 when the Department requests the contractor to do so or when the contractor receives approval by the Department.

5. Services Provided in this Agreement

	Services		
	Home Delivered Meals Services	Congregate Meals Services	Transportation Services
Program:			
Title III	x	x	x
Title XX	x	na	na

An "x" denotes that the Contractor shall provide that service to eligible individuals in accordance with all applicable laws, rules, regulations and terms and conditions of this Agreement.

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6. Service descriptions

6.1. Home-Delivered Meals (funded through Titles III and XX) are delivered to a client at his/her home. A client must be homebound and unable to prepare his/her own meals. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the client including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. Providers Contractors must ensure assure that a visual contact is made with each client in his/her home on each day that meals are delivered as an assurance of the individual's safety, with the exception of meals designated as emergency meals or frozen meals which are delivered to clients in advance of anticipated inclement weather conditions or other adverse conditions.

6.2. Home Delivered Meals funded by Title XX shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX) incorporated by reference into this Agreement.

6.3. Home Delivered Meals funded by Title III shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.

6.4. The Contractor agrees to perform the following: receive inquiries and applications; determine eligibility; notify applicants of eligibility; maintain records for each recipient; train staff and volunteers; monitor and evaluate services; maintain financial records; submit reports as requested to the Bureau of Elderly and Adult Services.

6.5. Congregate Meals (Community Dining) (funded through Title III) are provided in community settings, where individuals travel to a designated site to share a meal with other individuals. Advance registration is not required, and individuals register when arriving at the meal site. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the individual including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. The Contractor shall provide congregate meals at the locations, hours, and days identified in Exhibit A-2.

6.6. Congregate Meals funded by Title III shall be provided according to the rules and policies of the Bureau of Elderly and Adult Services (BEAS), including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older Americans Act of 1965 as amended, incorporated by reference into this Agreement.

6.7. Transportation (funded through Title III) provides transport in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization. Title III Transportation services do not include pleasure excursions that charge individuals a fee for participation.

6.8. Transportation services funded by Title III shall be provided according to the rules and policies of BEAS, including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.

6.9. Transportation providers must be in compliance with all applicable Federal and State Department of Transportation and Department of Safety regulations. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500 and inspected in accordance with NH Administrative Rule Saf-C 3200. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing and NH Administrative Rule Saf-C 1800 Commercial drivers licensing, as applicable.

7. Service Compliance Requirements

7.1. Access to Services

7.1.1. Individuals access the services described in this contract through one of two ways. They may apply directly for services to the contractor or be referred to the contractor by the Adult Protective Services Program as a result of a substantiated report of neglect, abuse, or exploitation.

7.1.1.1. Client directly applies for services: The Contractor shall determine eligibility for these services in accordance with the rules and requirements of the Title III and Title XX Programs. The contractor shall determine the eligibility of the individual; and with the exception of Congregate Meals and Transportation, provide written notice of eligibility within 45 days from the date eligibility was determined, indicate what services are to be provided and their frequency, and indicate the beginning and end dates for individual's period of eligibility.

7.1.1.2. Client referred by Adult Protective Services (APS): The contractor does not take an application, determine or redetermine the client's eligibility or issue notifications. The client's case will be managed by the APS staff. The referral will a protective services plan that the APS worker puts into place to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, or exploitation.

7.2. Client Application/Request for Services

The Contractor shall complete an intake and application for services, in accordance with New Hampshire Administrative Rule He-E 500. Title XX Home-Delivered contractors shall use Form 3000 Application provided by DHHS. Title III Home-Delivered Meals contractors may use Form 3000 or a form of their own that includes the same information as the Form 3000. Congregate meals and transportation do not require an application per se but require participants to sign up for the service as a way to request the service. The Contractor submits these signature lists as verification that the service was provided.

7.3. Client Eligibility

7.3.1. The Contractor shall determine eligibility for services and shall be in compliance with both Title III and Title XX requirements regarding eligibility determination, notice of eligibility and the individual's period of eligibility as applicable.

7.3.2. In order for clients to be eligible to receive home-delivered meals through both Title III and Title XX, the client needs to demonstrate that he or she cannot prepare meals and that the individual is:

7.3.2.1. Homebound; or

7.3.2.2. Temporarily homebound due to recovery from illness or injury.

7.3.2.3. In order for clients to be eligible to receive congregate meals and transportation, they must be age 60 or older. They must sign up for these services prior to

receiving them. A written application is not required. Individuals who are less than 60 years of age may receive congregate meals if they are:

(1) The spouses of individuals who accompany them to the meal site;

(2) Individuals providing volunteer services at the congregate meal site during meal hours;

(3) Individuals with disabilities who reside at home with an individual who is receiving Title III services; and

(4) Individuals with disabilities under the age of 60 who are not older individuals, but who reside in housing facilities occupied by older individuals where congregate meals are provided.

7.3.3. Eligibility determination

The Contractor shall submit its policies and procedures for client eligibility determination for services to DHHS for review and approval, within 30 days of the start of each State Fiscal Year.

For Home Delivered Meals:
The Contractor shall provide a written notice of the eligibility decision, for individuals determined to be eligible to receive services, to the individual as soon as possible, but no later than 45 calendar days from the date of determination. This notice shall include:
1)The services to be provided, and when;
2)The eligibility period; and
3)Contact information for the contractor.

If the client is determined to not be eligible for service(s), the notice shall include:
1)The reason(s) for the denial;
2)A statement regarding the right of the individual or his or her authorized representative to request an informal resolution or appeal of the eligibility determination decision.
3)Contact information for requesting an appeal.

7.3.4. Redetermination of Service Eligibility.

The Contractor shall submit its policies and procedures for client eligibility redetermination for services to DHHS for review and approval, within 30 days of start of each State Fiscal Year.

For Home Delivered Meals:
1)The Contractor shall review the individual's service record annually while services are being provided. The review shall be completed within 30 days prior to the anniversary date on which eligibility began.
2)The Contractor shall make a decision to re-certify or terminate the individual's services based on the requirements contained in Title III and Title XX administrative rules and document the decision by making a notation in the individuals' service record.

7.3.5. Termination of Services.

Services shall be terminated when:
1)The individual or his or her authorized representative requests that the services be terminated;
2)The individual no longer meets the eligibility requirements for services;
3)Funding by the State for the service(s) is no longer available;
4)The individual did not reapply for services as required by program rules;
5)The individual has been admitted to a nursing home or residential care facility; or

6)The individual is deceased.

7.3.6. Service Authorizations for Eligible Clients.
Once the client has been determined eligible to receive home delivered meals and congregate meals services, the contractor shall obtain a service authorization from DHHS in order to be reimbursed from this contract for allowable costs in providing services to that client. Transportation services do not require service authorizations.

7.3.6.1. The Contractor shall submit a completed Form 3502 "Contract Service Authorization-New Authorization" for each client who has been determined eligible to receive home delivered and/or congregate meals services. More than one service may be included on a Form 3502. The completed Form 3502 shall be submitted to:

Bureau of Data Management
129 Pleasant Street
Concord, NH 03301

7.4. Client Assessments

The contractor shall assess the individual's needs and develop written service plans, keep written progress notes; and monitor and adjust service plans to meet the individual's needs in accordance with NH Administrative Rule 500.

7.5. Person centered provision of services

The Contractor agrees to incorporate into its agency's functions, policies, staff-client interactions and in the provision of all services in this Agreement the following Guiding Principles for Person-Centered Planning Philosophy:

7.5.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
- 7.5.1.1. Individual's wishes, values, and beliefs are considered and respected.
- 7.5.1.2. Individual is listened to; needs and concerns are addressed.
- 7.5.1.3. Individual receives the information he/she needs to make informed decisions.

7.5.2. Planning is responsive to the individual. His or her preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.

7.5.3. Services are designed, scheduled, and delivered to best meet the needs and preferences of the individual.

7.5.4. The system is committed to excellence and quality improvement:

7.5.5. Individual rights are affirmed and protected.

7.5.6. Individuals are protected from exploitation, abuse, and neglect.

7.5.7. The service system is accessible, responsive, and accountable to the individual.

7.5.8. Person-centered planning may be incorporated into existing service plans or documents already being used by the contractor.

7.6. Staffing

The Contractor agrees to adhere to the following staffing requirements:

7.6.1. Provide sufficient staff to perform all tasks specified in this Agreement. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients and geographic area as identified in this Agreement.

7.6.2. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their

respective positions. This includes keeping up-to-date personnel and training records and documentation of all individuals requiring licenses and/or certifications. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to DHHS within thirty days of approval of the Contract Agreement. The plan shall include but not be limited to:

7.6.3. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;
7.6.4. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;
7.6.5. A description of time frames necessary for obtaining staff replacements;
7.6.6. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience; and
7.6.7. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

7.7. Service Delivery Verification

The following are the performance measure reporting requirements for each service identified in Section 1.

1) Eligibility:
   a) The number of applications for home delivered meals and the number of requests for congregate meals and transportation and
      i) The number and percent of applicants found eligible for each service; and
      ii) The number and percent of applicants found ineligible for each service.
      The contractor will indicate the reasons applicants were found ineligible and what quality improvement activity(ies) is/are to be initiated to address concerns about eligibility.

2) Quality and Appropriateness:
   a) Plans of Care: For home delivered meals the number and percent of individuals' plans of care contain evidence of person-centered planning
      i) The number and percent of individuals who have experienced a safety-related incident or accident which occurs during times of face-to-face contact with the client(s); The number and percent of individuals for whom a report to Adult Protective Services was made.
   b) Experience: The number and percent of individuals surveyed (via telephone, mail, e-mail, or face-to-face) who report their experiences with their services and providers have been satisfactory or better.
   c) The contractor will indicate the reasons why:
      i) For home delivered meals, applicants' plans of care did not include evidence of person-centered planning;
      ii) Applicants experienced safety-related incidents which occurs during times of face-to-face contact with the client(s); Applicants were referred to Adult Protective Services; and
      iii) The number and percent of individuals surveyed who reported their experiences with their services and providers were not satisfactory or better.
   d) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about the quality and appropriateness of care.

3) The Contractor must survey a sample of participants for each contracted service and provide their survey methodology, in writing, to BEAS.

4) Service Delivery
   a) The number of open cases at the end of each reporting period, and
      i) The number and percent of days individuals did not receive a planned service(s) due to the service(s) not being available due to inadequate staffing or other related provider issue or due to lack of transportation, etc.

b) The Contractor will indicate the reasons applicants did not receive their planned services.
c) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about service delivery.

7.8. Reporting Requirements:

Contractors shall complete quarterly reports which will be a pre-defined electronic form supplied by DHHS. The report must be submitted by the 15th of the month following the quarter end. The data will include, but not be limited to the following:

- Expenses by program service provided. Service is defined as Home Delivered Meals, Congregate Meals & Transportation;
- Revenue, by program service provided, by funding source;
- Actual Units served, by program service provided, by funding source;
- Number of unduplicated clients served, by service provided, by funding source;
- Number of Title III and Title XX clients served with non-BEAS funds;
- Unmet need/waiting list; and,
- Lengths of time clients are on a waiting list.

In addition, the Contractor shall complete the Home-Delivered Data Form and the Transportation Data Form two (2) times per year. These forms will be due January 31, 2015 and July 31, 2015. The form will be a pre-defined electronic form supplied by DHHS. The data will include, but not be limited to the following:

For home-delivered meals:

- the number of meals served by client and by town;
- the number of meals served in the aggregate;
- the number of miles related to the delivery of meals in the aggregate.

For transportation:

- the number of clients served by town and in the aggregate;
- the number of miles in the aggregate;
- the nature of the transportation. Nature is defined as Medical appointment, shopping, etc...;
- the occupancy rate per vehicle.

7.9. Client Fees and Donations

7.9.1. Title III Services

Except as provided in paragraph 7.9.3, the NH Administrative Rule He-E 502.12 allows Title III contractors to ask individuals receiving services for a voluntary donation towards the cost of the service and provides guidance for requesting donations. The donation is to be purely voluntary, and no one can be refused services if they are unable or unwilling to donate.

The Contractor is required to report the total amount of collected donations on the quarterly report sent to BEAS Finance.

7.9.2. Title XX Services

The Contractor may charge fees to individuals receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to individuals seeking services. The Contractor shall comply with the New Hampshire Administrative Rule He-E 501 when establishing and charging fees to individuals. In addition, the Contractor is required to report on the total amount of fees/income received for Title XX Services on the quarterly report sent to BEAS Finance.

7.9.2.1. The Contractor providing Title XX services may charge fees to clients referred by APS staff for whom reports of abuse, neglect, self-neglect and/or exploitation have not been founded. The Contractor is required to include the total amount of fees/income received for Title XX services, referred by APS staff, with the total amount of fees/income reported for Title XX Services, listed above, on the quarterly report sent to BEAS Finance.

7.9.3. Adult Protective Services

Under RSA 161-F: 42 et seq. BEAS provides protective services to incapacitated adults to prevent neglect, abuse or exploitation. When BEAS determines that an individual needs protective services as described in the Adult Protection Program NH Administrative Rules (He-E 700), the Contractor agrees that the payment received from BEAS for the specified services is payment in full for those services, and the provider agrees to refrain from making any attempt to secure additional reimbursement of any type from the individual for those services. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons in need of protective services.

7.9.3.2. Agencies providing Title III and/or Title XX services may not charge fees or ask donations from clients referred by the DHHS Adult Protective Services (APS) Program as long as these individuals remain active recipients of adult protective services as verified by Adult Protective Services staff.

7.10. Adult Protective Services

The Contractor will report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law.
The Contractor shall make a good faith effort to assure the provision of some level of services to those persons who the Department refers to the contracted agency and identifies the client in in need of protective services.
The Contractor shall follow the plan of care established by the APS social worker.
The contractor is expected to inform the referring APS staff of any changes in the individual's situation or other concerns, and the APS staffs are expected to inform the contractor of any information that may affect service provision.

7.11. E-Studio Electronic Information System

The Contractor shall be required to use BEAS' E-Studio electronic information system. E-Studio is BEAS' primary vehicle for uploading important information concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information. Contractor shall identify all of the key personnel who need to have E-Studio accounts to ensure that information from BEAS can be shared with the necessary agency staff. There is no cost to the contractor for BEAS to create an E-Studio account and no limit on the number of staff an agency identifies to have access to E-Studio. Contractor shall ensure that their E-Studio account(s) are kept current and that BEAS is notified when a staff member is no longer working in the program so his/her account can be terminated.

7.12. Criminal Background and Adult Protective Service Registry Checks

The contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services are required to complete a BEAS State Registry check before the staff member or volunteer begins providing services. In addition, all agency staff must undergo a NH Criminal Records Background check.

7.12.1. Contractor shall conduct a New Hampshire criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact.

7.12.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49, which require the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry.

7.13. Grievance and Appeals

The Contractor must maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and staff. The Contractor shall have grievance system in place that includes a grievance process and any grievances filed are to be available to DHHS upon request. At a minimum the process shall include the following:

a) Client name,
b) type of service,
c) date of written grievance,
d) nature/subject of the grievance,
e) who in the agency reconsiders agency decisions,
f) what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.

7.14. Privacy and Security of Client Information

DHHS is the designated owner of all data and shall approve all access to that data. The Contractor shall not have ownership of State data at any time. The Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law. Privacy policy statements may be developed and amended from time to time by the State and will be appropriately displayed on the State portal. The Contractor shall provide sufficient security to protect the State and DHHS data in network, transit, storage and cache. In the event of breach, the contractor shall notify the Department within one day from the date of breach.

7.15. Culturally and Linguistically Appropriate Standards of Care

The Contractor shall ensure equal access to quality services under this contract by providing culturally and linguistically appropriate services according to the following guidelines:

- Assess the ethnic/cultural needs, resources and assets of their community.
- Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment or to those with disabilities.
- When feasible and appropriate, provide clients of minimal English skills with interpretation services.
- Offer clients a forum through which they have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may require a response.
- When feasible and appropriate, identify communication access needs for clients who may be deaf or hard of hearing, and/or have vision or speech impairment and develop an individual communication plan for clients to receive services.

7.16. Wait Lists

7.16.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. The contract agency shall maintain a wait list in accordance with NH Administrative Rules He-E 501 and 502 when funding or resources are not available to provide the requested services. A wait list includes at a minimum:

a) Each contract agency shall include the following information on its wait list:
   i) The individual's full name and date of birth;
   ii) The name of the service being requested;
   iii) The date upon which the individual applied for services which shall be the date the application was receive by the contract agency or BEAS;
   iv) The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
   v) The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services;
   vi) The individual's assigned priority on the wait list, determined in accordance with (b) below;
   vii) A brief description of the individual's circumstances and the services he or she needs.
b) The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
   i) Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
   ii) Declining mental or physical health of the caregiver;
   iii) Declining mental or physical health of the individual;
   iv) Individual has no respite services while living with a caregiver; and
   v) Length of time on the wait list.
   vi) When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.
   vii) Individuals who are being served under protective services RSA 161-F: 42-57 shall be given priority status on the waitlist and in accordance with He-E 501.14 (f) and He-E 502.13.
   viii) Individuals with adult protective needs in accordance with RSA 161-F: 42-57 shall be exempt from the wait list.
c) When an individual is placed on the wait list, the contract agency shall notify the individual in writing
d) The wait list must be maintained during the contract period and available to BEAS upon request.

7.17. Notice of Failure to meet Service Obligations

1) In the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date, the Contractor shall give at least a ninety (90) day prior written notice addressed to the Bureau Director, Bureau of Elderly and Adult Services, of such in ability to meet service obligations.
2) Examples of failure to meet service obligations may include, but are not limited to:
   a) Reducing hours of operation
   b) Changing a geographic service area
   c) Closing or opening a site
3) The written notification shall include the following:
   a) The reasons for the inability to deliver services;
   b) How service recipients and the community will be impacted if the contractor is unable to provide services
   c) How service recipients and the community will be notified; and
   d) The Contractor's plan to transition clients into other services or refer the clients to other agencies.
4) The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:
   a) Service(s) are terminated or planned to be terminated prior to the termination date of the contract;

b) The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State;
c) The Contractor terminates a services or services for any reason;
d) The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

7.18. Transition Process

The Contractor shall have a transition process for clients in the event that they maybe transitioned between DHHS contracted providers and shall submit their written transition process to DHHS within thirty days of approval of the Contract Agreement. The process shall ensure

a) Uninterrupted delivery of services for clients;
b) A method of notifying clients and/or the community about the transition. A staff member shall be available to address questions about the transition.

7.19. Compliance with Laws and Regulations

Services and Administration of the program services shall be provided in accordance with the applicable federal and state laws, Title III and Title XX rules, policies and regulations adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.

7.20. Contract Monitoring

The Contractor shall:

7.20.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.

7.20.2. Ensure the Department is provided with access that includes but is not limited to:

a) Data
b) Financial records
c) Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
d) Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
e) Scheduled phone access to Contractor principals and staff
f) Timely unscheduled phone response by Contractor principals and staff.

7.21. Financial Integrity Maintenance

7.21.1. Financial Reporting Requirements: In addition to the requirement for Contractor to provide annual audited financial statements, the Contractor agrees to provide quarterly to the State, interim Balance Sheet and Profit and Loss Statements for the Contractor to including separate statements for related parties. All statements must be certified by an officer of the reporting entity.

7.21.2. Corrective Action and or Termination: If after review of the contractor submitted information, and based on the following risk assessment, the State at its sole discretion, the State may:
1. Require a corrective action plan for identified deficiencies, or
2. Terminate the contract for reasons of risk to continued operation, services, or deliverables as required by the terms of the contract.

7.21.3. Absence of Risk Conditional Termination: This section does not negate any rights the State may have relative to the contract.

7.21.4. Risk Assessment Process:

The State will analyze the financial information provided by Contractor. Such analysis will include calculation of the ratios set forth in Table A. The weighted average of the ratios is used to calculate a risk score as follows:

- Low Risk 70% and Above
- Moderate Risk From 26% to 69%
- High Risk 25% and Below

7.21.5. Weighted Average: The process for the scoring is

1. Calculate the individual ratio for the Contractor
2. Divide Contractor ratio by the benchmark to determine percentage above or below benchmark
3. Multiply Contractor percentage by "Percentage Weight of Risk Score"
4. Add the scores for the ratios as determined for each ratio in Steps 1 to 3.

7.21.6. The State will provide, upon request, the Risk calculations for the Contractor.

Table A - Risk Analysis Assessment Ratios Matrix

Category	*Name of Ratio*	*Description*	*How It Is Calculated*	*What the Ratio Measures*	*Benchmark*	*Percentage of Total Risk Assessment*
Liquidity	Current Ratio	This ratio compares the Current Assets with the Current Liabilities.	CURRENT ASSETS / CURRENT LIABILITIES	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a ratio, and represents 15% of the total risk assessment value.	1.0:1	10.0%
Liquidity	Days Expense in Working Capital	This ratio calculates the number of day's expense that the working capital can support.	(CURRENT ASSETS - CURRENT LIAB) / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed in "number of days" and represents 15% of the total risk assessment value.	30	10.0%

Contractors Initials: RJB
Date: 5-15-14

Table A - Risk Analysis Assessment Ratios Matrix						
Category	***Name of Ratio***	***Description***	***How it is Calculated***	***What the Ratio Measures***	***Benchmark***	***Percentage of Total Risk Assessment***
Liquidity	Days of Revenue In Accounts Receivable	This ratio calculates the number of days of revenue that are in accounts receivable.	(ACCOUNTS RECEIVABLE) / (REVENUE/365)	This ratio measures the performance of the accounts receivable function and the timeliness of revenue collection. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in days.	30	10.0%
Operating Results	Return on Equity	This ratio is a representation of the increase or decrease in net assets from the prior year.	INCREASE IN NET ASSETS / NET ASSETS	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Operating Results	Operation Income to Revenue	This ratio compares the current year's operating income with the current year's revenue.	OPERATING INCOME / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	3%	10.0%

Table A - Risk Analysis Assessment Ratios Matrix						
Category	***Name of Ratio***	***Description***	***How it is Calculated***	***What the Ratio Measures***	***Benchmark***	***Percentage of Total Risk Assessment***
Operating Results	Cash Flow % of Revenue	This ratio calculates the company's cash flow as a percentage of revenue.	(INCREASE IN NET ASSETS + DEPRECIATION) / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	2%	10.0%
Leverage	Debt to Equity	This ratio compares total debt to equity.	(TOTAL ASSETS - NET ASSETS)/NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a ratio and represents 5% of the total risk assessment value.	0.7:1	5.0%
Leverage	Long Term Debt to Equity	This ratio compares long term debt to equity.	LONG TERM DEBT / NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 5% of the total risk assessment value.	100%	5.0%
Leverage	Debt Ratio	This ratio compares total debt to total assets.	(TOTAL ASSETS - NET ASSETS)/TOTAL ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk	50%	10.0%

Table A - Risk Analysis Assessment Ratios Matrix						
Category	*Name of Ratio*	*Description*	*How it is Calculated*	*What the Ratio Measures*	*Benchmark*	*Percentage of Total Risk Assessment*
				assessment value.		
Reserves	Cash Flow to Total Debt	This ratio compares cash flow to total debt.	(OP. SURPLUS + DEPRECIATION) / (TOTAL ASSETS - NET ASSETS)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Reserves	Days Expense in Available Net Assets	This ratio calculates the number of day's expense that the net assets of the company can support.	NET ASSETS / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in "number of days" and this represents 10% of the total risk assessment value.	90	10.0%
						100.0%

7.22. Agreement Elements

The Agreement between the parties shall consist of the following: General Provisions (P-37), Exhibit A Scope of Services, Exhibit A-1 Geographic Area, Exhibit A-2 Congregate Meal Sites, Exhibit B Method and Conditions Precedent to Payment, Exhibits B-1, B-2 and B-3, Exhibit C Special Provisions, Exhibit C-1 Additional Special Provisions, Exhibit D Certification Regarding Drug-Free Workplace, Exhibit E Certification Regarding Lobbying, Exhibit F Certification Regarding Debarment, Suspension and Other Responsibility Matters, Exhibit G Certification Regarding the American's With Disabilities Act Compliance, Exhibit H Certification Regarding Environmental Tobacco Smoke, Exhibit I Health Insurance Portability and Accountability Act Business Associate Agreement, Exhibit J Certification Regarding The Federal Funding Accountability and Transparency Act Compliance. In the event of any conflict or contradiction between or among the Agreement documents, the documents shall control in the above order of precedence.

APPENDIX C

Exhibit A-1

July 1, 2014 thru June 30, 2015

GEOGRAPHIC AREA FORM

Grafton County Senior Citizens Council

Name of Service	County/Counties	Towns/Cities where Services will be offered
Transportation	Grafton County	All
Transportation	Sullivan County	Plainfield
Home Delivered Meals	Grafton County	All
Home Delivered Meals	Sullivan County	Plainfield
Congregate Meals	Grafton County	All
Congregate Meals	Sullivan County	Plainfield

APPENDIX E

EXHIBIT A-2
July 1, 2014 through June 30, 2015

Grafton County Senior Citizens Council, Inc.

CONGREGATE SITE INFORMATION						
Site Name	Location	Dining Hours	Days of Week M Tu W Th F Sa Su	Average Number of Meals Expected to Serve per Day	Date of Most Recent Inspections	
					Fire	Health
Upper Valley Senior Center	10 Campbell St., Lebanon, NH 03766	8 a.m.-3 p.m. open; 12-1 p.m., dining hours	M Tu W Th F	66 congregate (77 home delivered)	1/2/14	4/29/14
Mascoma Area Senior Center	1166 U.S. Route 4, Canaan, NH 03741	8 a.m.-3 p.m. open; 12-1 p.m., dining hours	M Tu W Th F	20 congregate (48 home delivered)	3/24/14	4/29/14
Newfound Area Senior Services	15 Church St., Bristol, NH 03222	12-1 p.m. dining hours	Tu	46 congregate (12 home delivered)	1/17/14	4/2/14
Plymouth Regional Senior Center	8 Depot St., Plymouth, NH 03264	8 a.m.-3 p.m. open, 12-1 p.m., dining hours	M Tu W Th F	70 congregate (79 home delivered)	5/2/14	11/25/13
Linwood Area Senior Services	194 Pollard Road, Lincoln, NH 03251	12-1 p.m., dining hours	M W	46 congregate (53 home delivered)	11/30/13	4/20/14
Littleton Area Senior Center	77 Riverglen Lane, Littleton, NH 03561	8 a.m.-3 p.m., open; 12-1 p.m., dining hours	M Tu W Th F	61 congregate (126 home delivered)	12/9/13	4/20/14
Horse Meadow Senior Center	91 Horse Meadow Road, North Haverhill, NH 03774	8 a.m.-3 p.m., open; Tuesday 8-10 a.m. breakfast; typically 12-1 p.m., dining hours	M Tu W Th F	68 congregate (83 home delivered)	12/21/13	8/16/13
Orford Area Senior Services	Main Street, Orford, NH 03777	12-1 p.m., dining hours	Tu	47 congregate (7 home delivered)	3/7/14	4/29/14

Contractors Initials: RQB
Date: 5-15-14

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions (P-37) of this Agreement for the services provided by the Contractor pursuant to Exhibit A, Scope of Services and for the period beginning July 1, 2014 or the date of G&C approval, whichever is later. The completion date of this contract shall be June 30, 2015, block 1.7 of the P-37.

2. Service(s) provided in this Agreement: The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A, Paragraph 5. The following terms and conditions detailed below in this Exhibit B shall apply to all services unless expressly stated otherwise.

3. Payment for contracted services will be made up to the total maximum allowable funding identified in Column D of Exhibits B-1 and B-3, and Column C of Exhibit B-2 and based on the following reimbursement rates:

   3.1. $4.85 per home delivered meal
   3.2. $5.50 per congregate meal
   3.3. $8.75 per person per day for Transportation Services
   3.4. .30 cents per mile

4. The General provisions (P-37) Section 1.6 Account Numbers for funding under this contract including identification of the funding source (name of Grantor and Catalog of Federal Domestic Assistance (CFDA) number) are as follows:

Service	Funding Name	Funding Source	CFDA #	State of NH Account Number
Transportation	Special Programs for the Aging- Title IIIB	ACL	93.044	05-95-48-481010-78720000-512-500352
Nutrition Services	Special Programs for the Aging- Title IIIC	ACL	93.045	05-95-48-481010-78720000-541-500383
Nutrition Services: Home Delivered Meals	Social Services Block Grant- Title XX	U.S. Dept of Health & Human Services	93.667	05-95-48-481010-92550000-544-500386

5. Notwithstanding paragraph 18 of the P-37, an amendment limited to the terms of Exhibit B-1, B-2, and B-3 to transfer the amount of units from one service to another can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

6. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT).

7. The DHHS may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in

Contractor Initials RJB
Date 5-15-14

accordance with the requirements and scope of services in Exhibit A; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.

8. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of required reports, or Contractor Site Review Reports, the State may review all units served to clients and number of miles per client incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any units served to clients and number of miles per client incurred that are not determined to be allowable or are determined to be served to ineligible clients and shall, by written notice specifying the disallowed costs, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs.

9. Form Submission:
Prior to submittal of an invoice for the following Title III funded services: Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

Prior to submittal of an invoice for Title XX Meals the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.

10. Invoice Submission:

10.1. Meals

Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual meals served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual meals served during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.

10.1.1. Meals Mileage

Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Contract Service Authorization Form (#3502) and Meal and Mileage Invoices shall be sent to:
NH Department of Health and Human Services
Data Management Unit
129 Pleasant St, P.O. Box 2000
Concord, NH 03301

10.2. Title III Transportation:
The Contractor shall complete and submit a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served (unit being per client, per day) during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit. In addition, the Contractor shall complete a monthly transportation form. The form will be a predefined electronic form supplied by DHHS.

10.2.1. Title III Transportation Mileage
The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title III Transportation and Mileage invoices and the monthly transportation form shall be submitted to:
Financial Management
DHHS Bureau of Elderly and Adult Services
129 Pleasant St, Brown Building
Concord NH 03301

10.3. Contractor will have forty-five (45) days from the end of the contract period to submit final invoices to the Department for payment. Any adjustments made to a prior invoice, during these forty-five (45) days, will need to be accompanied by supporting documentation.

10.4. The DHHS will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.

10.5. The Contractor shall submit to DHHS the subcontractor's budget for review and approval. The Contractor shall submit to DHHS copies of their subcontractor's invoices for actual units served to clients and number of miles per client that support the requests for reimbursement, upon DHHS request.

Exhibit B-1
Home Delivered Meals
July 1. 2014 through June 30, 2015

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.			
Col. A	Col. B	Col. C	Col. D
Funding	Projected Number of Home Delivered Meals	Projected Number of Miles	Total Maximum Amount Allowed by Funding
Title III C2	60,063	102,807	$ 322,147.65
Title XX	54,819	76,549	$ 288,836.85

Contractors Initials: RJB
Date: 5-15-14

Exhibit B-2
Congregate Meals
July 1, 2014 through June 30, 2015

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.		
Col. A	Col. B	Col. C
Funding	Projected Number of Congregate Meals	Total Maximum Amount Allowed by Funding
Title III C1	68,226	$ 375,243.00

Contractors Initials: RJB
Date: 5-15-14

Exhibit B-3
Transportation Services
July 1, 2014 through June 30, 2015

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.			
Col. A	Col. B	Col. C	Col. D
Funding	Projected Number of Clients	Projected Number of Miles	Total Maximum Amount Allowed by Funding
Title III B	35,000	200,000	$ 366,250.00

Contractors Initials: RGB
Date: 5/15/14

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party fundors for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party fundors, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to

subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function

16.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate

16.3. Monitor the subcontractor's performance on an ongoing basis

16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

16.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.

   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. **Contract Extension:** The Department reserves the right to extend the completion date of the contract for up to two years to be exercised by mutual agreements by the parties, upon availability of funding, acceptable performance of the Statement of Work, and subsequent approval by the Governor and Executive Council.

4. **CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS:**

   4.1 This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L.112–239) and FAR 3.908.

Contractors Initials: RMB
Date: 5-15-14

4.2 The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

4.3 The Contractor shall insert the substance of this clause, including this paragraph (4.3), in all subcontracts over the simplified acquisition threshold.

5. Subparagraph 14.1.1 of the General Provisions of this contract is deleted and the following subparagraph is added:

14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $1,000,000 per occurrence and excess/umbrella liability coverage in the amount of $2,000,000 per occurrence; and

Contractors Initials: RJB
Date: 5-15-14

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
  1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

See attached

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name: Grafton County Senior Citizens Council, Inc.

5-15-14
Date

Roberta J. Berner
Name: Roberta J. Berner
Title: Executive Director

Grafton County Senior Citizens Council, Inc.

Administrative Offices 10 Campbell Street; PO Box 433 Lebanon, NH 03766 **(603)448-4897 (Fax) (603) 448-3906**	Roberta Berner, Executive Director rberner@gcscc.org Dana Michalovic, Associate Director
Newfound Area Senior Center Bristol Congregational Church 15 Church Street; PO Box 266 Bristol, NH 03222 **(603) 744-8395 Fax (603) 744-9393**	Gail Emmons-Shaw, Coordinator gshaw@gcscc.org Outreach Worker -Fran Olson
Horse Meadow Senior Center 91 Horse Meadow Road North Haverhill NH 03774-9998 **(603) 787-2539 – 787-6916 (Fax) (603) 787-6919**	Deborah Foster, Director dfoster@gcscc.org Outreach Worker – Deborah Whitaker
Linwood Area Senior Center 194 Pollard Road PO Box 461; Lincoln, NH 03251 **(603) 745-4705 (Fax) (603)-745-9909**	Teasha Camargo, Coordinator tcamargo@gcscc.org Outreach Worker – Phyllis Gonyer (on call)
Littleton Area Senior Center 77 Riverglen Lane Littleton, NH 03561 **(603) 444-6050 or 444-1612 (Fax) (603) 444-1612**	Carole Zangla, Director czangla@gcscc.org Outreach Worker – Phyllis Gonyer
Mascoma Area Senior Center 1166 U.S. Route 4; PO Box 210 Canaan, NH 03741 **(603) 523-4333, 523-9023 (Fax) (603) 523-4334**	Sharon Dunbar, Director sdunbar@gcscc.org Outreach Worker - Joan LaPlante
Orford Area Senior Services Congregational Church Main Street; PO Box 98 Orford, NH 03777 **(603) 353-9107**	Mary Welch, Coordinator Gramm12@myfairpoint.net Outreach Worker – Kappy Scoppettone (on call)
Plymouth Regional Senior Center 8 Depot Street; PO Box 478 Plymouth, NH 03264 **(603) 536-1204 or 536-9639 (Fax) (603) 536-2090**	Gail Shaw, Director gshaw@gcscc.org Outreach Worker –Ron Johnson
Upper Valley Senior Center 10 Campbell Street; PO Box 433 Lebanon, NH 03766 **(603) 448-4213 or 448-4216 (Fax) (603)448-0376**	Jill Vahey, Director jvahey@gcscc.org Outreach Worker –Kappy Scoppettone
RSVP – 10 Campbell Street; PO Box 433 Lebanon, NH 03766 (603) 448-1825 Toll Free 877-711-7787	Teresa Volta, Director rsvp@gcscc.org Volunteer Coordinators: Susan Rossley, Cynthia Sweeney
ServiceLink 10 Campbell Street PO Box 433 Lebanon, NH 03766 **603-448-1835, 448-1558** **(Fax) 448-6920** **Littleton Office:** 262 Cottage Street SuiteG61 Littleton, NH 03561 **603-444-4498** **toll free 1-866-634-9412**	Dana Michalovic, Director dmichalovic@gcscc.org Jane Conklin, Sally Edson, Carol Dustin, Christine Tschummi, Joan LaPlante–Lebanon Shand Wentworth, Marybeth Donohue, Tammy Hines– Littleton

12/1/13

RJB
5-15-14

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor Name: Grafton County Senior Citizens Council, Inc.

5-15-14
Date

Roberta J. Berner
Name: Roberta J. Berner
Title: Executive Director

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Grafton County Senior Citizens Council, Inc.

5-15-14
Date

Robert J. Berner
Name: Robert J. Berner
Title: Executive Director

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Contractor Name: Grafton County Senior Citizens Council, Inc.

5-15-14
Date

Roberta J. Berner
Name: Roberta J. Berner
Title: Executive Director

State of New Hampshire
Department of Health and Human Services
Amendment #3 to the Nutrition and Transportation Contract

This third Amendment to the Nutrition and Transportation contract (hereinafter referred to as "Amendment #3") dated April 14, 2016, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Lamprey Health Care, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 207 South Main Street, Newmarket, NH, 03857.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 18, 2014 (Item #109) (hereinafter referred to as the "Contract"), and amended by an agreement (Amendment #1) approved on March 16, 2015 by the Attorney General, and (Amendment #2) approved on June 10, 2015 (Item #21) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Department and the Contractor agree to change the per person per day transportation rate and per mile rate within the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #3, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.

2. Replace General Provisions (Form P-37) Block 1.4 Contractor Address as follows:

   207 South Main Street
   Newmarket, NH, 03857

3. Replace Exhibit B Amendment #1, Section 3 as follows:

   3. The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A Amendment #1, Paragraph 5, according to the following reimbursement rates:

Reimbursement Rates	Unit Types
$9.32	Per Person per day for Transportation Services
$.54	Per mile

Contractor Initials: AAB
Date: 4/18/16

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/18/16
Date

NAME Marlee Nihan, MBA
TITLE Deputy Commissioner

Lamprey Health Care, Inc.

4/18/16
Date

NAME Audrey Ashton-Savage
TITLE President, Board of Directors

Acknowledgement:
State of New Hampshire, County of Rockingham on April 18, 2016, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Michelle L Gaudet
Name and Title of Notary or Justice of the Peace

MICHELLE L. GAUDET, Notary Public
My Commission Expires August 22, 2017

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/23/16
Date

Name: Megan A. York
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

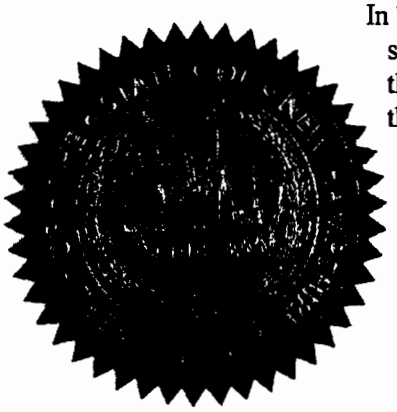
Name:
Title:

Contractor Initials: AAS
Date: 4/18/16

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that LAMPREY HEALTH CARE, INC. is a New Hampshire nonprofit corporation formed August 16, 1971. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 29th day of April, A.D. 2015

William M. Gardner
Secretary of State

NEW HAMPSHIRE

Corporation Division

Search
By Business Name
By Business ID
By Registered Agent
Annual Report
File Online
Guidelines
Name Availability
Name Appeal Process

Date: 4/21/2016

Filed Documents

(Annual Report History, View Images, etc.)

Business Name History

Name	Name Type
LAMPREY HEALTH CARE, INC.	Legal
NEWMARKET HEALTH CENTER, INC.	Prev Legal
THE NEWMARKET CLINIC, INC.	Prev Legal
NEWMARKET REGIONAL HEALTH CENTER, INC.	Prev Legal

Non-Profit Corporation - Domestic - Information

Business ID:	66382
Status:	Good Standing
Entity Creation Date:	8/16/1971
Principal Office Address:	207 S MAIN ST NEWMARKET NH 03857
Principal Mailing Address:	No Address
Expiration Date:	Perpetual
Last Annual Report Filed Date:	4/1/2015 3:28:39 PM
Last Annual Report Filed:	2015

Registered Agent

Agent Name:	
Office Address:	No Address
Mailing Address:	No Address

Important Note: The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.

CERTIFICATE OF VOTE

I, Janis Reams, do hereby certify that:
(Name of the elected Officer of the Agency cannot be contract signatory)

1. I am a duly elected Officer of Lamprey Health Care, Inc.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of

the Agency duly held on April 18, 2016:
(Date)

RESOLVED: That the President
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of

the 18 day of April, 2016.
(Date Contract Signed)

4. Audrey Ashton-Savage is the duly elected President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Janis Reams
Janis Reams, Secretary

STATE OF NEW HAMPSHIRE

County of Rockingham

The forgoing instrument was acknowledged before me this 22nd day of April, 2016,

By Janis Reams.
(Name of Elected Officer of the Agency)

(Notary Public/Justice of the Peace)

LORI J. WINGATE
MY COMMISSION EXPIRES APRIL 18, 2017
NOTARY PUBLIC
NEW HAMPSHIRE

Commission Expires: 4-18-17

Client#: 246027 LAMPREYHEA1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/05/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
HUB Healthcare Solutions HUB International New England 136 Turnpike Road, Suite 105 Southborough, MA 01772	PHONE (A/C, No, Ext): 978 657-5100	FAX (A/C, No): 978-988-0038
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Philadelphia Indemnity	18058
INSURED Lamprey Health Care, Inc. 207 South Main Street Newmarket, NH 03857	INSURER B : Atlantic Charter Insurance Comp	44326
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			PHPK1191125	07/01/2015	07/01/2016	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$20,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$3,000,000
	POLICY PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY			PHPK1191125	07/01/2015	07/01/2016	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB OCCUR			PHUB463239	07/01/2015	07/01/2016	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		WCA00545403	07/01/2015	07/01/2016	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N						E.L. EACH ACCIDENT	$500,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

New Hampshire Department of Health and Human Services is included as Additional Insured w/ respect to General Liability as required by written contract.

CERTIFICATE HOLDER

NH DHHS
129 Pleasent Street
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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LAMPREY HEALTH CARE

Our Mission

The mission of Lamprey Health Care is to provide high quality primary medical care and health related services, with an emphasis on prevention and lifestyle management, to all individuals regardless of ability to pay.

We seek to be **a leader in providing access** to medical and health services that improve the health status of the individuals and families in the communities we serve.

Our mission is to **remove barriers that prevent access to care**; we strive to eliminate such barriers as language, cultural stereotyping, finances and/or lack of transportation.

Lamprey Health Care's **commitment to the community** extends to providing and/or coordinating access to a full range of comprehensive services.

Lamprey Health Care is committed to achieving the highest level of patient satisfaction through a personal and caring approach and **exceeding standards of excellence in quality and service**.

Our Vision

We will be the **outstanding primary care choice** for our patients, our communities and our service area, and the standard by which others are judged.

We will continue as **pacesetter** in the use of new knowledge for lifestyle improvement, quality of life.
We will be a **center of excellence** in service, quality and teaching.

We will be **part of an integrated system** of care to ensure access to medical care for all individuals and families in our communities.

We will be an **innovator** to foster development of the best primary care practices, adoption of the tools of technology and teaching.

We will **establish partnerships**, linkages, networks and referrals with other organizations to provide access to a full range of services to meet our communities' needs.

Our Values

We exist to **serve the needs of our patients.**

We value a positive **caring approach** in delivering patient services.

We are committed to **improving the health** and total well-being of our communities.

We are committed to **being proactive** in identifying and meeting our communities' health care needs.

We provide a supportive environment for **the professional and personal growth, and healthy lifestyles of our employees.**

We provide an **atmosphere of learning** and growth for both patients and employees as well as for those seeking training in primary care.

We succeed by utilizing a **team approach** that values a positive, constructive commitment to Lamprey Health Care's mission.

BerryDunn

[redacted]

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

CONSOLIDATED FINANCIAL STATEMENTS

and

SUPPLEMENTARY INFORMATION

September 30, 2015 and 2014

With Independent Auditor's Report

[redacted]

BerryDunn

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc.

We have audited the accompanying consolidated financial statements of Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc., which comprise the consolidated balance sheet as of September 30, 2015, and the related consolidated statements of operations, changes in net assets, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc. as of September 30, 2015, and the results of their operations, changes in their net assets and their cash flows for the year then ended, in accordance with U.S. generally accepted accounting principles.

Prior Period Financial Statements

The consolidated financial statements as of September 30, 2014, were audited by Brad Borbidge, P.A., who merged with Berry Dunn McNeil & Parker, LLC as of January 1, 2015, and whose report dated December 23, 2014, expressed an unmodified opinion on those statements.

Other Matter

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying consolidating balance sheet as of September 30, 2015, and the related consolidating statements of operations and changes in net assets for the year then ended, is presented for purposes of additional analysis rather than to present the financial position and changes in net assets of the individual entities, and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole. The 2014 consolidating financial statements were subjected to the auditing procedures applied in the 2014 audit of the consolidating financial statements by Brad Borbidge, P.A., whose report on such information stated that it was fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
December 16, 2015

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidated Balance Sheets

September 30, 2015 and 2014

ASSETS

	2015	2014
Current assets		
Cash and cash equivalents	**$ 2,546,070**	$ 1,775,337
Patient accounts receivable, less allowance for uncollectible accounts of $319,715 in 2015 and $231,834 in 2014	**1,051,734**	989,558
Grants receivable	**3,908,669**	2,948,605
Other receivables	**239,474**	366,246
Other current assets	**103,264**	94,731
Total current assets	**7,849,211**	6,174,477
Assets limited as to use	**1,921,831**	1,946,541
Property and equipment, net	**7,784,825**	8,030,057
Total assets	**$17,555,867**	$16,151,075

LIABILITIES AND NET ASSETS

Current liabilities		
Accounts payable and accrued expenses	**$ 303,554**	$ 174,455
Accrued payroll and related expenses	**1,032,843**	947,248
Due to third party payers	**-**	73,250
Deferred revenue	**3,729,307**	3,125,597
Current maturities of long-term debt	**85,947**	82,770
Total current liabilities	**5,151,651**	4,403,320
Long-term debt, less current maturities	**2,471,875**	2,527,181
Total liabilities	**7,623,526**	6,930,501
Net assets		
Unrestricted	**9,565,383**	8,819,133
Temporarily restricted	**366,958**	401,441
Total net assets	**9,932,341**	9,220,574
Total liabilities and net assets	**$17,555,867**	$16,151,075

The accompanying notes are an integral part of these consolidated financial statements.

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidated Statements of Operations

Years Ended September 30, 2015 and 2014

	2015	2014
Operating revenue		
Patient service revenue	$ 8,483,003	$ 7,328,236
Provision for bad debt	(476,517)	(495,147)
Net patient service revenue	8,006,486	6,833,089
Grants, contracts and contributions	4,251,528	4,102,931
Other operating revenue	1,093,738	1,193,248
Net assets released from restriction for operations	12,072	8,146
Interest income	1,123	721
Total operating revenue	13,364,947	12,138,135
Operating expenses		
Payroll and related expenses	9,417,792	9,259,609
Other operating expenses	2,695,706	2,296,631
Depreciation	368,782	377,986
Interest expense	116,522	128,331
Total operating expenses	12,598,802	12,062,557
Operating income and excess of revenue over expenses	766,145	75,578
Change in fair value of financial instrument	(31,306)	(2,841)
Net assets released from restrictions for capital acquisition	11,411	13,333
Increase in unrestricted net assets	$ 746,250	$ 86,070

The accompanying notes are an integral part of these consolidated financial statements.

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidated Statements of Changes in Net Assets

Years Ended September 30, 2015 and 2014

	2015	2014
Unrestricted net assets		
Excess of revenue over expenses	$ 766,145	$ 75,578
Change in fair value of financial instrument	(31,306)	(2,841)
Net assets released from restrictions for capital acquisition	11,411	13,333
Increase in unrestricted net assets	746,250	86,070
Temporarily restricted net assets		
Provision for uncollectible pledges	(11,000)	-
Net assets released from restrictions for operations	(12,072)	(8,146)
Net assets released from restrictions for capital acquisition	(11,411)	(13,333)
Decrease in temporarily restricted net assets	(34,483)	(21,479)
Change in net assets	711,767	64,591
Net assets, beginning of year	9,220,574	9,155,983
Net assets, end of year	$ 9,932,341	$ 9,220,574

The accompanying notes are an integral part of these consolidated financial statements.

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidated Statements of Cash Flows

Years Ended September 30, 2015 and 2014

	2015	2014
Cash flows from operating activities		
Change in net assets	**$ 711,767**	$ 64,591
Adjustments to reconcile change in net assets to net cash by operating activities		
Provision for bad debt	**476,517**	495,147
Depreciation	**368,782**	377,986
Change in fair value of financial instrument	**31,306**	2,841
Provision for uncollectible pledges	**11,000**	-
(Increase) decrease in the following assets		
Patient accounts receivable	**(538,693)**	(787,390)
Grants receivable	**(960,064)**	(605,721)
Other receivable	**126,772**	(80,700)
Other current assets	**(8,533)**	6,572
Increase (decrease) in the following liabilities		
Accounts payable and accrued expenses	**129,099**	2,197
Accrued payroll and related expenses	**85,595**	(57,747)
Due to third party payers	**(73,250)**	-
Deferred revenue	**603,710**	577,895
Net cash provided (used) by operating activities	**964,008**	(4,329)
Cash flows from investing activities		
Decrease in assets limited as to use	**13,710**	36,985
Capital expenditures	**(123,550)**	(160,982)
Net cash used by investing activities	**(109,840)**	(123,997)
Cash flows from financing activities		
Principal payments on long-term debt	**(83,435)**	(237,355)
Net cash used by financing activities	**(83,435)**	(237,355)
Net increase (decrease) in cash and cash equivalents	**770,733**	(365,681)
Cash and cash equivalents, beginning of year	**1,775,337**	2,141,018
Cash and cash equivalents, end of year	**$ 2,546,070**	$ 1,775,337
Supplemental disclosure of cash flow information		
Cash paid for interest	**$ 116,522**	$ 128,331

The accompanying notes are an integral part of these consolidated financial statements.

Organization

Lamprey Health Care, Inc. (LHC or Organization) is a non-stock, non-profit corporation organized in the State of New Hampshire. The Organization is a Federally Qualified Health Center (FQHC) whose primary purpose is to provide quality based family health and medical services to residents of Southern New Hampshire without regard to the patient's ability to pay for these services.

Subsidiary

Friends of Lamprey Health Care, Inc. (FLHC) is a non-stock, non-profit corporation organized in New Hampshire. FLHC's primary purpose is to support LHC. FLHC is also the property owner of LHC's Newmarket administrative and program offices. LHC is the sole member of FLHC.

1. Summary of Significant Accounting Policies

Principles of Consolidation

The consolidated financial statements include the accounts of LHC and its subsidiary, FLHC. These agencies are collectively referred to as the Organization. All significant intercompany balances and transactions have been eliminated in consolidation.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Income Taxes

Both LHC and FLHC are public charities under Section 501(c)(3) of the Internal Revenue Code. As public charities, the entities are exempt from state and federal income taxes on income earned in accordance with its tax exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Organization's tax positions and concluded that the Organization has no unrelated business income or uncertain tax positions that require adjustment to the consolidated financial statements.

Cash and Cash Equivalents

Cash and cash equivalents consist of demand deposits and petty cash funds.

Allowance for Uncollectible Accounts

Patient accounts receivable are stated at the amount management expects to collect from outstanding balances. Patient accounts receivable are reduced by an allowance for uncollectible accounts. In evaluating the collectability of patient accounts receivable, the Organization analyzes its past history and identifies trends for all funding sources in the aggregate. In addition, balances in excess of one year are 100% reserved. Management regularly reviews data about revenue and payor mix in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts. The Organization has not changed its methodology for estimating the allowance for doubtful accounts during 2015 or 2014.

A reconciliation of the allowance for uncollectible accounts follows:

	2015	2014
Balance, beginning of year	$ 231,834	$ 136,707
Provision	476,517	495,147
Write-offs	(388,636)	(400,020)
Balance, end of year	$ 319,715	$ 231,834

The increase in the allowance in 2015 is primarily the result of an increase in accounts receivable balances.

Governmental and Private Grants

Grants are provided to support specific programs and are subject to various budgetary restrictions. The difference between the full grant award and the amount received to date is recognized as a receivable. The difference between the full grant award and the amount earned to date is reported as deferred revenue.

Assets Limited as To Use

Assets limited as to use include assets set aside under loan agreements for repairs and maintenance on the real property collateralizing the loan, assets designated by the board of directors and donor restricted contributions.

Property and Equipment

Property and equipment acquisitions are recorded at cost less accumulated depreciation. Depreciation is provided over the estimated useful life of each class of depreciable asset and is computed on the straight-line method.

Gifts of long-lived assets such as land, buildings, or equipment are reported as unrestricted net assets, and excluded from the excess of revenues over expenses, unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as temporarily restricted net assets. Absent explicit donor stipulations about how long those long-lived assets must be maintained, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets include contribution and grants for which donor-imposed restrictions have not been met. Assets are released from restrictions as expenditures are made in line with restrictions called for under the terms of the donor. Restricted grants received prior to 2000 and restricted for capital acquisition are released from restriction over the life of the related acquired assets, matching depreciation expense, and are reported as an increase in unrestricted net assets.

Permanently restricted net assets have been restricted by donors to be maintained by the Organization in perpetuity. There were no permanently restricted net assets at September 30, 2015 or 2014.

Patient Service Revenue

Patient service revenue is reported at the estimated net realizable amounts from patients, third-party payers, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payers. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.

340B Drug Pricing Program

The Organization, as an FQHC, is eligible to participate in the 340B Drug Pricing Program. The program requires drug manufacturers to provide outpatient drugs to FQHC's and other identified entities at a reduced price. The Organization contracts with local pharmacies under this program. The local pharmacies dispense drugs to eligible patients of the Organization and bill Medicare and commercial insurances on behalf of the Organization. Reimbursement received by the pharmacies is remitted to the Organization, less dispensing and administrative fees. Gross revenue generated from the program is included in patient service revenue. The cost of drug replenishments and contracted expenses incurred related to the program are included in other operating expenses.

Charity Care

The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Because the Organization does not pursue collection of amounts determined to qualify as charity care, they are not reported as net patient service revenue.

Donor-Restricted Gifts

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received. Conditional promises to give and indications of intentions to give are reported at fair value at the date the gift is received and the conditions are met. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the consolidated statements of operations as "net assets released from restrictions." Donor-restricted contributions whose restrictions are met in the same year as received are reflected as unrestricted contributions in the accompanying consolidated financial statements.

Functional Expenses

The Organization provides various services to residents within its geographic location. Expenses related to providing these services follows:

	2015	2014
Program services	**$10,555,584**	$10,338,279
Administrative and general	**2,043,218**	1,724,278
Total	**$12,598,802**	$12,062,557

Excess of Revenue over Expenses

The consolidated statements of operations reflect the excess of revenues over expenses. Changes in unrestricted net assets which are excluded from the excess of revenues over expenses, consistent with industry practice, include contributions of long-lived assets (including assets acquired using contributions which, by donor restriction, were to be used for the purposes of acquiring such assets) and changes in fair value of an interest rate swap.

Subsequent Events

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through December 16, 2015, the date that the financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the financial statements.

2. Assets Limited as to Use

Assets limited as to use is composed of cash and cash equivalents and consisted of the following:

	2015	2014
United States Department of Agriculture		
Rural Development loan agreement	**$ 142,427**	$ 142,359
Designated by the governing board:		
Capital	**210,000**	210,000
Working capital (federal monies)	**507,000**	507,000
Transportation	**26,881**	26,882
Ann Peters health care access	**6,563**	6,085
ICD-10 implementation	**796,082**	796,082
Donor restricted:		
Temporarily	**232,878**	258,133
Total	**$ 1,921,831**	$ 1,946,541

Cash and cash equivalents included in assets limited as to use are not considered cash and cash equivalents for cash flow purposes.

3. Property and Equipment

Property and equipment consists of the following:

	2015	2014
Land	**$ 1,146,784**	$ 1,146,784
Building and improvements	**10,418,054**	10,345,448
Furniture, fixtures, and equipment	**1,892,906**	1,841,962
Total cost	**13,457,744**	13,334,194
Less accumulated depreciation	**5,672,919**	5,304,137
Property and equipment, net	**$ 7,784,825**	$ 8,030,057

In 2011 the Organization made renovations to certain buildings with Federal grant funding under the ARRA – Facility Improvement Program. In accordance with the grant agreement, a Notice of Federal Interest (NFI) is required to be filed in the appropriate official records of the jurisdiction in which the property is located. The NFI is designed to notify any prospective buyer or creditor that the Federal Government has a financial interest in the real property acquired under the aforementioned grant; that the property may not be used for any purpose inconsistent with that authorized by the grant program statute and applicable regulations; that the property may not be mortgaged or otherwise used as collateral without the written permission of the Associate Administrator of the Office of Federal Assistance Management, Health Resources and Services Administration (OFAM, HRSA); and that the property may not be sold or transferred to another party without the written permission of the Associate Administrator of OFAM and HRSA.

4. Line of Credit

The Organization has an available $1,000,000 revolving line of credit from a local bank through May 2016, with an interest rate of 3.25%. The line of credit is collateralized by all business assets. There was no outstanding balance at September 30, 2015 and 2014.

5. Long-term Debt

Long-term debt consists of the following:

	2015	2014
Promissory note payable to TD Bank, N.A. See terms outlined below	**$ 971,447**	$ 958,515
A 4.375% promissory note payable to Rural Development, paid in monthly installments of $5,000, which includes interest, through December 2036. The note is collateralized by all tangible property owned by the Organization.	**827,148**	850,409
A 5.375% promissory note payable to Rural Development, paid in monthly installments of $4,949, which includes interest, through June 2026. The note is collateralized by all tangible property owned by the Organization.	**483,956**	516,396
A 4.75% promissory note payable to Rural Development, paid in monthly installments of $1,892, which includes interest, through November 2033. The note is collateralized by all tangible property owned by the Organization.	**275,271**	284,631
Total long-term debt	**2,557,822**	2,609,951
Less current maturities	**85,947**	82,770
Long-term debt, less current maturities	**$ 2,471,875**	$ 2,527,181

During 2012, the Organization obtained a $1,000,000 promissory note with TD Bank, N.A., to finance the construction of the medical facility in Nashua, New Hampshire. The note is collateralized by the real estate. Payments of interest only at 4.25% were due on the note during the construction phase of the note through January 2013, at which time the note converted to a ten year balloon note to be paid at the amortization rate of 30 years with monthly principal payments of $1,345 plus interest at 85% of the one month LIBOR rate plus 2.125% through January 2022 when the balloon payment is due. During 2012, the Organization obtained an interest rate swap agreement for the ten year period that limits the potential rate fluctuation and essentially fixes the rate at 4.13%. The fair market value of the interest rate swap agreement was a liability of $37,711 and $6,405 at September 30, 2015 and 2014, respectively.

New Hampshire Health and Educational Facilities Authority (NHHEFA) is participating in the lending for thirty percent of the promissory note, amounting to $300,000 through May 16, 2016. Under the NHHEFA program, the interest rate on that portion is not subject to the swap agreement and is a variable rate based on 50% of the interest rate charged by the local banking institution, which is 85% of the one month LIBOR rate plus 2.125%.

The Organization is required to meet certain administrative and financial covenants under various loan agreements included above. The Organization is in compliance with all loan covenants at September 30, 2015.

Maturities of long-term debt for the next five years are as follows:

2016	$ 85,947
2017	89,806
2018	93,846
2019	98,082
2020	102,523

Cash paid for interest approximates interest expense.

6. Temporarily Restricted Net Assets

Temporarily restricted net assets at September 30, 2015 and 2014 follows:

	2015	2014
Temporarily restricted for:		
Diabetes	$ 85	$ 12,157
Capital acquisitions	366,873	389,284
Total	$ 366,958	$ 401,441

The composition of assets comprising temporarily restricted net assets at September 30, 2015 and 2014 follows:

	2015	2014
Assets limited as to use	$ 232,878	$ 258,133
Property and equipment	134,080	143,308
Total	$ 366,958	$ 401,441

7. Patient Service Revenue

Patient service revenue is as follows:

	2015	2014
Medical patient service revenue	$ 7,730,625	$ 7,315,803
340B pharmacy revenue	752,378	12,433
Total patient service revenue	$ 8,483,003	$ 7,328,236

The Organization has agreements with the Centers for Medicare and Medicaid Services (Medicare) and New Hampshire Medicaid. Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. Management believes that the Organization is in compliance with all laws and regulations. Compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenue in the year that such amounts become known.

A summary of the payment arrangements with major third-party payers follows:

Medicare

Effective October 1, 2014, the Organization began to be reimbursed for the care of qualified patients on a prospective basis, with retroactive settlements related to vaccine costs only. The prospective payment is based on a geographically adjusted rate determined by Federal guidelines. Prior to October 1, 2014, the Organization was reimbursed at specified interim contractual rates during the year. Differences between the Medicare interim contractual rate and the cost of care as defined by the Principles of Reimbursement governing the program were determined and settled on a retrospective basis. Overall, reimbursement was and continues to be subject to a maximum allowable rate per visit. The Organization's Medicare cost reports have been audited by the Medicare administrative contractor through September 30, 2013.

Other Payers

The Organization also has entered into payment agreements with Medicaid and certain commercial insurance carriers, health maintenance organizations and preferred provider organizations. The basis for payment to the Organization under these agreements includes prospectively determined rates per visit, discounts from established charges and capitated arrangements for primary care services on a per member, per month basis.

The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. The Organization estimates the costs associated with providing charity care by calculating the ratio of total cost to total charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care. The estimated cost of providing services to patients under the Organization charity care policy amounted to approximately $917,100 and $1,484,937 for the years ended September 30, 2015 and 2014, respectively.

The Organization is able to provide these services with a component of funds received through local community support and federal and state grants. Local community support consists of contributions and United Way and municipal appropriations.

8. Retirement Plan

The Organization has a defined contribution plan under Internal Revenue Code Section 403(b). The Organization contributed $331,006 and $344,393 for the years ended September 30, 2015 and 2014, respectively.

9. Concentration of Risk

The Organization has cash deposits in major financial institutions which exceed federal depository insurance limits. The financial institutions have a strong credit rating and management believes the credit risk related to these deposits is minimal.

The Organization grants credit without collateral to its patients, most of who are local residents and are insured under third-party payer agreements. At September 30, 2015 and 2014, Medicaid represented 34% and 29%, respectively, and Medicare represented 17% and 15%, respectively, of gross accounts receivable. No other individual payer source exceeded 10% of the gross accounts receivable balance.

10. Commitments and Contingencies

Medical Malpractice Insurance

The Organization is protected from medical malpractice risk as an FQHC under the Federal Tort Claims Act (FTCA). The Organization has additional medical malpractice insurance, on a claims-made basis, for coverage outside the scope of the protection of the FTCA. As of the year ended September 30, 2015, there were no known malpractice claims outstanding which in the opinion of management, will be settled for amounts in excess of both FTCA and medical malpractice insurance coverage; nor are there any unasserted claims or incidents which require loss accrual. The Organization intends to renew medical malpractice insurance coverage on a claims-made basis and anticipates that such coverage will be available.

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidating Balance Sheet

September 30, 2015

ASSETS

	Lamprey Health Care Inc.	Friends of Lamprey Health Care, Inc.	2015 Consolidated
Current assets			
Cash and cash equivalents	$ 1,897,354	$ 648,716	$ 2,546,070
Patient accounts receivable, net	1,051,734	-	1,051,734
Grants receivable	3,908,669	-	3,908,669
Other receivables	239,474	-	239,474
Other current assets	103,264	-	103,264
Total current assets	7,200,495	648,716	7,849,211
Assets limited as to use	1,847,560	74,271	1,921,831
Property and equipment, net	5,625,713	2,159,112	7,784,825
Total assets	$14,673,768	$ 2,882,099	$ 17,555,867

LIABILITIES AND NET ASSETS

Current liabilities			
Accounts payable and accrued expenses	$ 303,554	$ -	$ 303,554
Accrued payroll and related expenses	1,032,843	-	1,032,843
Deferred revenue	3,729,307	-	3,729,307
Current maturities of long-term debt	51,861	34,086	85,947
Total current liabilities	5,117,565	34,086	5,151,651
Long-term debt, less current maturities	1,403,542	1,068,333	2,471,875
Total liabilities	6,521,107	1,102,419	7,623,526
Net assets			
Unrestricted	7,785,788	1,779,595	9,565,383
Temporarily restricted	366,873	85	366,958
Total net assets	8,152,661	1,779,680	9,932,341
Total liabilities and net assets	$14,673,768	$ 2,882,099	$ 17,555,867

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidating Balance Sheet

September 30, 2014

ASSETS

	Lamprey Health Care Inc.	Friends of Lamprey Health Care, Inc.	2014 Consolidated
Current assets			
Cash and cash equivalents	$ 1,230,606	$ 544,731	$ 1,775,337
Patient accounts receivable, net	989,558	-	989,558
Grants receivable	2,948,605	-	2,948,605
Other receivables	366,246	-	366,246
Other current assets	94,731	-	94,731
Total current assets	5,629,746	544,731	6,174,477
Assets limited as to use	1,860,197	86,344	1,946,541
Property and equipment, net	5,793,927	2,236,130	8,030,057
Total assets	$13,283,870	$ 2,867,205	$ 16,151,075

LIABILITIES AND NET ASSETS

Current liabilities			
Accounts payable and accrued expenses	$ 174,455	$ -	$ 174,455
Accrued payroll and related expenses	947,248	-	947,248
Due to third party payers	73,250	-	73,250
Deferred revenue	3,125,597	-	3,125,597
Current maturities of long-term debt	50,176	32,594	82,770
Total current liabilities	4,370,726	32,594	4,403,320
Long-term debt, less current maturities	1,424,735	1,102,446	2,527,181
Total liabilities	5,795,461	1,135,040	6,930,501
Net assets			
Unrestricted	7,099,125	1,720,008	8,819,133
Temporarily restricted	389,284	12,157	401,441
Total net assets	7,488,409	1,732,165	9,220,574
Total liabilities and net assets	$13,283,870	$ 2,867,205	$ 16,151,075

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidating Statement of Operations

Year Ended September 30, 2015

	Lamprey Health Care Inc.	Friends of Lamprey Health Care, Inc.	Eliminations	2015 Consolidated
Operating revenue and support				
Patient service revenue	$ 8,483,003	$ -	$ -	$ 8,483,003
Provision for bad debts	(476,517)	-	-	(476,517)
Net patient service revenue	8,006,486	-	-	8,006,486
Rental income	-	227,916	(227,916)	-
Grants, contracts and contributions	4,251,528	-	-	4,251,528
Other operating revenue	1,093,738	-	-	1,093,738
Net assets released from restriction for operations	-	12,072	-	12,072
Interest income	1,056	67	-	1,123
Total operating revenue and support	13,352,808	240,055	(227,916)	13,364,947
Operating expenses				
Salaries and benefits	9,417,792	-	-	9,417,792
Other operating expenses	2,890,316	33,306	(227,916)	2,695,706
Depreciation	271,677	97,105	-	368,782
Interest expense	66,465	50,057	-	116,522
Total operating expenses	12,646,250	180,468	(227,916)	12,598,802
Operating income and excess of revenues over expenses	706,558	59,587	-	766,145
Change in fair value of financial instrument	(31,306)	-	-	(31,306)
Net assets released from restrictions for capital acquisition	11,411	-	-	11,411
Increase in unrestricted net assets	$ 686,663	$ 59,587	$ -	$ 746,250

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidating Statement of Operations

Year Ended September 30, 2014

	Lamprey Health Care Inc.	Friends of Lamprey Health Care, Inc.	Eliminations	2014 Consolidated
Operating revenue and support				
Patient service revenue	$ 7,328,236	$ -	$ -	$ 7,328,236
Provision for bad debts	(495,147)	-	-	(495,147)
Net patient service revenue	6,833,089	-	-	6,833,089
Rental income	-	227,916	(227,916)	-
Grants, contracts and contributions	4,102,931	-	-	4,102,931
Other operating revenue	1,193,248	-	-	1,193,248
Net assets released from restriction for operations	-	8,146	-	8,146
Interest income	650	71	-	721
Total operating revenue and support	12,129,918	236,133	(227,916)	12,138,135
Operating expenses				
Salaries and benefits	9,259,609	-	-	9,259,609
Other operating expenses	2,500,565	23,982	(227,916)	2,296,631
Depreciation	281,910	96,076	-	377,986
Interest expense	68,911	59,420	-	128,331
Total operating expenses	12,110,995	179,478	(227,916)	12,062,557
Operating income and excess of revenues over expenses	18,923	56,655	-	75,578
Change in fair value of financial instrument	(2,841)	-	-	(2,841)
Net assets released from restrictions for capital acquisition	13,333	-	-	13,333
Increase in unrestricted net assets	$ 29,415	$ 56,655	$ -	$ 86,070

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidated Statement of Changes in Net Assets

Year Ended September 30, 2015

	Lamprey Health Care Inc.	Friends of Lamprey Health Care, Inc.	2015 Consolidated
Unrestricted net assets			
Excess of revenue over expenses	$ 706,558	$ 59,587	$ 766,145
Change in fair value of financial instrument	(31,306)	-	(31,306)
Net assets released from restrictions for capital acquisition	11,411	-	11,411
Increase in unrestricted net assets	$ 686,663	$ 59,587	$ 746,250
Temporarily restricted net assets			
Provision for uncollectible pledges	(11,000)	-	(11,000)
Net assets released from restrictions for operations	-	(12,072)	(12,072)
Net assets released from restrictions for capital acquisition	(11,411)	-	(11,411)
Decrease in temporarily restricted net assets	(22,411)	(12,072)	(34,483)
Change in net assets	664,252	47,515	711,767
Net assets, beginning of year	7,488,409	1,732,165	9,220,574
Net assets, end of year	$ 8,152,661	$ 1,779,680	$ 9,932,341

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidated Statement of Changes in Net Assets

Year Ended September 30, 2014

	Lamprey Health Care Inc.	Friends of Lamprey Health Care, Inc.	2014 Consolidated
Unrestricted net assets			
Excess of revenue over expenses	$ 18,923	$ 56,655	$ 75,578
Change in fair value of financial instrument	(2,841)	-	(2,841)
Net assets released from restrictions for capital acquisition	13,333	-	13,333
Increase in unrestricted net assets	$ 29,415	$ 56,655	$ 86,070
Temporarily restricted net assets			
Net assets released from restrictions for operations	-	(8,146)	(8,146)
Net assets released from restrictions for capital acquisition	(13,333)	-	(13,333)
Decrease in temporarily restricted net assets	(13,333)	(8,146)	(21,479)
Change in net assets	16,082	48,509	64,591
Net assets, beginning of year	7,472,327	1,683,656	9,155,983
Net assets, end of year	$ 7,488,409	$ 1,732,165	$ 9,220,574

LAMPREY HEALTH CARE

Board of Directors
2014 - 2015

Audrey Ashton-Savage
(President)
Term Ends 2015

George D. Donovan, Jr.
(Vice President)
Term Ends 2016

Carol LaCross
(Treasurer)
Term Ends 2015

Janis Reams
(Secretary)
Term Ends 2016

Elizabeth Crepeau
Immediate Past President
Term ends 2015

Thomas "Chris" Drew
Term Ends 2016**Raymond Goodman, III**
Term ends 2016

Frank Goodspeed
Term Ends 2017

Mark E. Howard, Esq.
Term Ends 2017

Amanda Pears Kelly
Term Ends 2017

Michael Merenda
Term Ends 2015

December 1, 2014

Gregory A. White, CPA

Summary

Senior Level Executive with extensive hands-on experience in management, business leadership, and working with boards, banks and other external stake holders. A CPA with an established record of success in Community Health Center management. Strong in budgets, cash forecasts, grants, and team leadership.

Professional Experience

Lamprey Health Care – Newmarket, NH **2013 to present**

Chief Executive Officer

- Responsible for the leadership, operation and overall strategic direction of New Hampshire's largest Federally Qualified Health Center.
- Ensuring continuity and high quality primary medical care in three sites, both urban rural, serving over 16,000 patients in 40 communities.
- Leading a high performing senior management team in the direction of over 150 staff and providers.
- Engaging with leaders and stakeholders at the local, state and national levels to ensure that Lamprey is at the forefront of innovative, high quality health care delivery.

Lowell Community Health Center – Lowell, MA **2009 to 2013**

Chief Financial Officer

- Responsible for the integrity of financial information and systems for this Federally Qualified Health Center, employing 315 staff and providing over 120,000 visits annually. Upgraded financial and administrative infrastructure to meet requirements during a time of rapid expansion.
- Lead the financing and budget development for a $42 million capital facility project to include: traditional debt, multiple tax credit sources, federal grants, loan guarantees, and private funds.
- Directed key projects for: 340(b) pharmacy implementation; 403(b) tax deferred savings plan; multiple federal stimulus grants; and revised operating budget development.
- Representative to the Lowell General PHO for managed care contract negotiation
- Recruited and managed a team of five directors to oversee and manage four support and one programmatic department

Manchester Community Health Center – Manchester, NH **1999 to 2009**

Chief Financial Officer

- Recruited by the CEO to bring structure and process to the functional areas of the Center's financial operations. Provided direction and oversight to key business areas; General Administration, Patient Registration, Human Resources, FTCA/Legal and Medical Records.
- Responsible for the development of key programs, Corporate Compliance, HIPAA, selection of a new practice management system. Supported Joint Commission accreditation and the implementation of an electronic medical record system.

- Led the development of financing for the Center's new facility.

Greater Lawrence Family Health Center – Lawrence, MA **1993 to 1998**

Controller **1997 to 1998**

Accounting Manager **1995 to 1997**

Senior Accountant/Analyst **1993 to 1995**

- Progressively responsible for all day to day financial operations of a Federally Qualified Health Center, including: Accounts Payable, Payroll, General Ledger, Cash Management, Cost Reporting, Patient Accounts, and Financial Reporting. Presented budgets, analysis, projections and periodic reporting to the Board of Directors.
- Key leader for projects involving: selection of new financial accounting software; selection of new practice management system; provider productivity measurement and analysis and group purchasing. Oversaw budget of $5 million construction project.
- Developed reimbursement model for an innovative Family Practice Residency program.

Alexander, Aronson, Finning & Co., CPA's – Westborough, MA **1990 to 1993**

Staff Accountant/Auditor

Education & Professional Affiliations

Babson College, Wellesley, MA

BS, Accounting - 1990

Commonwealth of Massachusetts

Certified Public Accountant- 1996

Healthcare Financial Management Association

Certified Healthcare Financial Professional - 2008

National Association of CHC's

Excel Leadership Program - 2003

National Registry of Emergency Medical Technicians

EMT - N.H. license number 18991-I

Boards, Advisory & Volunteer Experience

Massachusetts League of Community Health Centers – Special Finance Committee

NH Health Access Network – Administrative & Training Committee

Community Health Access Network – Board of Directors, Finance Committee

Bi-State Primary Care Association – Capital Finance & Sustainability, Prospective Payment

The Way Home – Manchester, NH - Board of Trustees – Treasurer

Gregory A. White, CPA

Manchester Sustainable Access Project – Data Sub-group

Milford Ambulance Service – Volunteer EMT, Staff Officer, Treasurer, Building Advisory Committee

Milford Educational Foundation – 1999 to 2010 - Treasurer

Heritage United Way – Manchester – Community Investment Committee

Milford Community Athletic Association - Coach

Lasell College – Co-Resident Director

SANDRA KNORR PARDUS

EXPERIENCE

Chief Fiscal Officer/Chief Information Officer **April 1981 to Present**
Lamprey Health Care, Inc., Newmarket, NH

- Facilitated the operational planning and budgeting and implementation for $12+ million Federally Qualified Health Center (FQHC). Net income was within 1% of budget for all years.
- Negotiated financing for the construction of eight medical/administrative facilities.
- Raised funds and implemented Electronic Health Record for four medical sites.
- Implemented Health Information Exchange for network of 10 FQHC's
- Played key role in discussion with New Hampshire's Department of Health and Human Services (DHHS) to insure adequate APM reimbursement for FQHC's in State of NH including the development of an FQHC billing manual.
- Led Accounting and IT Departments in the screening and hiring of audit professionals for 403B, annual and Security audits.
- Negotiated with managed care companies on contracts for commercial and Medicaid managed care.
- Researched and implemented 403B vendors with focus on performance and compliance.
- Developed an analysis of needs and possible vendors for insurance services, moving business to an A+ broker with a cost savings of 10%.
- Centralized purchasing role for the agency, standardizing supplies ordered with savings of 15%.
-

Network Information Officer
Community Health Access Network **July 1996 to present**

- Instrumental in the formation of a Health Center Controlled Network (HCCN), Community Health Access Network (CHAN), to standardize clinical operations between 10 FQHC's.
- Led the implementation of EHR at 10 member sites.
- Played key role in a major security upgrade to the CHAN infrastructure.
- Assisted in the development of standards for HCCN's through a Health Resources and Services Administration (HRSA) funded program focused on the expansion of HCCN's.

PROFESSIONAL MEMBERSHIP

National Association of Community Health Centers
Health Information and Management Systems Society

COMMITTEES

Bi-State Primary Care Association Finance Committee
Health Information and Management Systems Society Davies Award Committee

TRAININGS AND EDUCATION

Boston University, Boston, MA
Master of Business Administration

Information Systems Concentration, June 1991

University of New Hampshire, Durham, NH
Bachelor of Science, 1981

Harvard School of Public Health
Leadership Strategies for Information Technologies in Health Care, 2011

National Association of Community Health Centers (NACHC)
NACHC Financial and Operations Training Level 1, 2 and 3

AWARDS

2008 **HIMMS Davies Award of Excellence** was awarded to CHAN and Lamprey Health Care for their excellence in the implementation and value of health information technology and electronic health records (EHR).

2006 **Jeffrey T. Latman Award for Leadership in Health Care Finance** to Sandra Pardus by National Association of Community Health Centers for her achievements as an outstanding fiscal officer.

Debora A. Bartley

OBJECTIVE

To obtain an administrative position where I can utilize my technical skills, managerial experiences and multitasking abilities.

WORK EXPERIENCE

Director of Community Services
Lamprey Health Care-Newmarket, New Hampshire 1998-Present

- Responsible for the management and budget of the Senior Transportation Program, Portsmouth Area Medication Assistance Program and other community outreach programs that further the mission of Lamprey Health Care.
- Responsible for grant writing, fundraising, and reporting for town and municipal funding to support Community Services programs.
- Outreach to community by participation in information meetings and distribution of materials.
- Act as liaison to various groups and alliances, such as CRN, COAST, and United Way. Responsible for initiating and recognizing important community connections and resources.
- Responsible for leading transportation staff meetings with the Transportation Manager in order to share information from the outside world, set program goals, review policies and procedures, and deal with any staff concerns that may arise.
- Work with Human Resources staff to assure all appropriate training and compliance is met.

Transportation Health Worker
Lamprey Health Care-Newmarket, New Hampshire 1995-1998

- Responsible for organizing transportation appointments for clients
- Transport clients to various destinations including doctors appointments and shopping trips
- Assisted supervisor in office with scheduling transportation/personnel

Office Manager
Bartley's Dozing-Stratham, New Hampshire 1989-1997

- Use Access to create and maintain customer database
- Responsible for accounts payable and accounts receivable

EDUCATION

New Hampshire Community Technical College-Stratham, NH
Office Computer Technology Certificate, May 2001
Web Development Certificate, May 2001
Programming Certificate, May 2001
Cumulative Grade Point Average: 3.92/4.0 index
Related Courses

- Database Design and Management (Microsoft Access)
- Advanced MS Word 2000
- Advanced Worksheets (Microsoft Excel)
- Internet Technologies
- Computer Technologies
- College English
- Web Style and Design
- Web Programming I
- XML
- Web Programming II

COMPUTER SKILLS

Software

- Windows 2000, MS Office 2003, MS Word 2003, MS Access 2003, MS Excel 2003, MS Internet Explorer 5.5, Netscape Navigator 4.7, Adobe Photoshop 5.5, Adobe Photoshop 6.0 Adobe Image Ready, Adobe Acrobat, Fox Pro, MS Outlook Express, MS Outlook 2000, Visual Basic 6

Hardware

- Built a complete personal computer system with Pentium III 550 processor, 20-gigabyte Hard Drive, CD-R. Experience with Lexmark laser jet/inkjet printers.

References provided upon request

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Gregory White	Chief Executive Officer	164,400	0%	0%
Sandra Pardus	Chief Financial Officer	114,700	0%	0%
Debora Bartley	Director of Community Service	50,500	0%	0%

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Nutrition and Transportation Contract

This second Amendment to the Nutrition and Transportation contract (hereinafter referred to as "Amendment #2") dated April 13, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Lamprey Health Care, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 207 Main Street, Newmarket, NH, 03857.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 18, 2014 (Item #109) (hereinafter referred to as the "Contract") and amended by an agreement (Amendment #1 to the Contract) approved on March 16, 2015, by the Attorney General, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37) and Exhibit C-1 Paragraph 3, the Department reserves the right to extend the completion date of the contract for up to two years to be exercised by mutual agreements by the parties, upon availability of funding, and acceptable performance of the Statement of Work, the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Department and the Contractor agree to extend the completion date by an additional fifteen months, and to increase the price limitation;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #2, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.7, Completion Date, by extending the date to September 30, 2016.
3. Amend General Provisions (Form P-37), Block 1.8, Price Limitation, to read: $152,437.20.
4. Amend General Provisions (Form P-37), Block 1.9, Contracting Officer for State Agency to read: Eric Borrin, Director of Contracts and Procurement.
5. Amend General Provisions (Form P-37), Block 1.10, to read: (603) 271-9558.
6. Delete in its entirety Exhibit A, Scope of Services and replace with Exhibit A Amendment #1, Scope of Services.
7. Amend Exhibit A-1 Geographic Area Form by extending the date to September 30, 2016.
8. Delete in its entirety Exhibit B, Method and Conditions Precedent to Payment and replace with Exhibit B Amendment #1, Method and Conditions Precedent to Payment.

Contractor Initials: AAS
Date: 5/1/15

9. Add Exhibit B-2

10. Delete Standard Exhibit C, Special Provisions and replace with Exhibit C, Special Provisions.

11. Delete in its entirety, Exhibit C-1 Revisions to General Provisions, Section 4.

12. Delete Standard Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.

Contractor Initials: AAS
Date: 5/1/15

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/5/15
Date

Diane Langley
Director

Lamprey Health Care, Inc.

5/1/15
Date

NAME Audrey Ashton Savage
TITLE President

Acknowledgement:
State of NH, County of Rockingham on 5/1/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Name and Title of Notary or Justice of the Peace

Anita R. Rozeff, Notary Public

My commission expires March 16, 2016

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/22/15
Date

Name: Megan A. Yeh
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

Scope of Services

1. Purpose:

The contractor shall provide services in this contract to assist eligible people to live as independently as possible in safety and with dignity.

1.1. The services in this contract are intended for individuals who are not already receiving the same or similar services funded through other programs such as, but not limited to: the Medicaid State Plan, any of the Home and Community Based Care Waivers administered by the Department, the Medicaid Program, or services provided through the Veterans Administration.

2. Contract Period:

The commencement date of this contract shall be effective July 1, 2014 or the date of G& C approval, whichever is later. The completion of this contract shall be September 30, 2016.

3. Population:

Services are for individuals who reside in independent living settings and who meet the eligibility criteria as follows:

3.1. Title III

Individuals who are age 60 and older and with the most economic or social needs as described in:

- Older Americans Act as amended, Section 305,(a)(2)(E) and
- Title III Older Americans Act Services: Title IIB- Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, and Title IIID- Disease Prevention and Health Promotion Services, New Hampshire (NH) Administrative Rule He-E 502.

3.2. Title XX 42 USC §1397 et seq.

Individuals who are age 60 and up or ages 18-59 who a have a chronic illness or disability, and who have maximum monthly income in accordance with, the NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX).

4. Geographic Area to be served:

The Contractor shall provide and ensure delivery of the services listed in Paragraph 5 below to all eligible persons in the towns/cities listed in Geographic Area Exhibit A-1. Nothing in this Agreement shall be construed to limit the ability of the Contractor to provide said services to other eligible persons located in a town/city not listed in Exhibit A-1 when the Department requests the contractor to do so or when the contractor receives approval by the Department.

5. Services Provided in this Agreement

5.1. The Contractor will provide the services denoted by an "x" in 5.3 Services Table below, to the population defined in Paragraph 3 above.

5.2. The Contractor will provide the services denoted by an "x" in 5.3 Services Table below, in accordance with that service's applicable laws, rules, regulations, and terms and conditions in this Agreement.

5.3 Services Table			
	Home Delivered Meals Services	Congregate Meals Services	Transportation Services
Program:			
Title III	NA	NA	x
Title XX	NA	NA	NA

NA means that service is not applicable to this contract.

Contractors Initials: AMS
Date: 5/14/15

6. Service descriptions

6.1. Home-Delivered Meals (funded through Titles III and XX) are delivered to a client at his/her home. A client must be homebound and unable to prepare his/her own meals. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the client including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. Providers Contractors must ensure assure that a visual contact is made with each client in his/her home on each day that meals are delivered as an assurance of the individual's safety, with the exception of meals designated as emergency meals or frozen meals which are delivered to clients in advance of anticipated inclement weather conditions or other adverse conditions.

6.2. Home Delivered Meals funded by Title XX shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX) incorporated by reference into this Agreement.

6.3. Home Delivered Meals funded by Title III shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.

6.4. The Contractor agrees to perform the following: receive inquiries and applications; determine eligibility; notify applicants of eligibility; maintain records for each recipient; train staff and volunteers; monitor and evaluate services; maintain financial records; submit reports as requested to the Bureau of Elderly and Adult Services.

6.5. Congregate Meals (Community Dining) (funded through Title III) are provided in community settings, where individuals travel to a designated site to share a meal with other individuals. Advance registration is not required, and individuals register when arriving at the meal site. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the individual including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. The Contractor shall, within 10 days of the contract effective date submit for Department approval their congregate meal site information.

6.6. Congregate Meals funded by Title III shall be provided according to the rules and policies of the Bureau of Elderly and Adult Services (BEAS), including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older Americans Act of 1965 as amended, incorporated by reference into this Agreement.

6.7. Transportation (funded through Title III) provides transport in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization. Title III Transportation services do not include pleasure excursions that charge individuals a fee for participation.

Contractors Initials: AMS
Date: 5/1/15

6.8. Transportation services funded by Title III shall be provided according to the rules and policies of BEAS, including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.

6.9. Transportation providers must be in compliance with all applicable Federal and State Department of Transportation and Department of Safety regulations. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500 and inspected in accordance with NH Administrative Rule Saf-C 3200. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing and NH Administrative Rule Saf-C 1800 Commercial drivers licensing, as applicable.

7. Service Compliance Requirements

7.1. Access to Services

7.1.1. Individuals access the services described in this contract through one of two ways. They may apply directly for services to the contractor or be referred to the contractor by the Adult Protective Services Program as a result of a substantiated report of neglect, abuse, or exploitation.

7.1.1.1. Client directly applies for services: The Contractor shall determine eligibility for these services in accordance with the rules and requirements of the Title III and Title XX Programs. The contractor shall determine the eligibility of the individual; and with the exception of Congregate Meals and Transportation, provide written notice of eligibility within 45 days from the date eligibility was determined, indicate what services are to be provided and their frequency, and indicate the beginning and end dates for individual's period of eligibility.

7.1.1.2. Client referred by Adult Protective Services (APS): The contractor does not take an application, determine or redetermine the client's eligibility or issue notifications. The client's case will be managed by the APS staff. The referral will a protective services plan that the APS worker puts into place to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, or exploitation.

7.2. Client Application/Request for Services

The Contractor shall complete an intake and application for services, in accordance with New Hampshire Administrative Rule He-E 500. Title XX Home-Delivered contractors shall use Form 3000 Application provided by DHHS. Title III Home-Delivered Meals contractors may use Form 3000 or a form of their own that includes the same information as the Form 3000. Congregate meals and transportation do not require an application per se but require participants to sign up for the service as a way to request the service. The Contractor submits these signature lists as verification that the service was provided.

7.3. Client Eligibility

7.3.1. The Contractor shall determine eligibility for services and shall be in compliance with both Title III and Title XX requirements regarding eligibility determination, notice of eligibility and the individual's period of eligibility as applicable.

7.3.2. In order for clients to be eligible to receive home-delivered meals through both Title III and Title XX, the client needs to demonstrate that he or she cannot prepare meals and that the individual is:

7.3.2.1. Homebound; or

7.3.2.2. Temporarily homebound due to recovery from illness or injury.

7.3.2.3. In order for clients to be eligible to receive congregate meals and transportation, they must be age 60 or older. They must sign up for these services prior to

receiving them. A written application is not required. Individuals who are less than 60 years of age may receive congregate meals if they are:

(1) The spouses of individuals who accompany them to the meal site;

(2) Individuals providing volunteer services at the congregate meal site during meal hours;

(3) Individuals with disabilities who reside at home with an individual who is receiving Title III services; and

(4) Individuals with disabilities under the age of 60 who are not older individuals, but who reside in housing facilities occupied by older individuals where congregate meals are provided.

7.3.3. Eligibility determination

The Contractor shall submit its policies and procedures for client eligibility determination for services to DHHS for review and approval, within 30 days of the start of each State Fiscal Year.

For Home Delivered Meals:
The Contractor shall provide a written notice of the eligibility decision, for individuals determined to be eligible to receive services, to the individual as soon as possible, but no later than 45 calendar days from the date of determination. This notice shall include:
1)The services to be provided, and when;
2)The eligibility period; and
3)Contact information for the contractor.

If the client is determined to not be eligible for service(s), the notice shall include:
1)The reason(s) for the denial;
2)A statement regarding the right of the individual or his or her authorized representative to request an informal resolution or appeal of the eligibility determination decision.
3)Contact information for requesting an appeal.

7.3.4. Redetermination of Service Eligibility.

The Contractor shall submit its policies and procedures for client eligibility redetermination for services to DHHS for review and approval, within 30 days of start of each State Fiscal Year.

For Home Delivered Meals:
1)The Contractor shall review the individual's service record annually while services are being provided. The review shall be completed within 30 days prior to the anniversary date on which eligibility began.
2)The Contractor shall make a decision to re-certify or terminate the individual's services based on the requirements contained in Title III and Title XX administrative rules and document the decision by making a notation in the individuals' service record.

7.3.5. Termination of Services.

Services shall be terminated when:
1)The individual or his or her authorized representative requests that the services be terminated;
2)The individual no longer meets the eligibility requirements for services;
3)Funding by the State for the service(s) is no longer available;
4)The individual did not reapply for services as required by program rules;
5)The individual has been admitted to a nursing home or residential care facility; or

6) The individual is deceased.

7.3.6. Service Authorizations for Eligible Clients.
Once the client has been determined eligible to receive home delivered meals and congregate meals services, the contractor shall obtain a service authorization from DHHS in order to be reimbursed from this contract for allowable costs in providing services to that client. Transportation services do not require service authorizations.

7.3.6.1. The Contractor shall submit a completed Form 3502 "Contract Service Authorization-New Authorization" for each client who has been determined eligible to receive home delivered and/or congregate meals services. More than one service may be included on a Form 3502. The completed Form 3502 shall be submitted to:

Bureau of Data Management
129 Pleasant Street
Concord, NH 03301

7.4. Client Assessments

The contractor shall assess the individual's needs and develop written service plans, keep written progress notes; and monitor and adjust service plans to meet the individual's needs in accordance with NH Administrative Rule 500.

7.5. Person centered provision of services

The Contractor agrees to incorporate into its agency's functions, policies, staff-client interactions and in the provision of all services in this Agreement the following Guiding Principles for Person-Centered Planning Philosophy:

7.5.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
- 7.5.1.1. Individual's wishes, values, and beliefs are considered and respected.
- 7.5.1.2. Individual is listened to; needs and concerns are addressed.
- 7.5.1.3. Individual receives the information he/she needs to make informed decisions.

7.5.2. Planning is responsive to the individual. His or her preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.

7.5.3. Services are designed, scheduled, and delivered to best meet the needs and preferences of the individual.

7.5.4. The system is committed to excellence and quality improvement:

7.5.5. Individual rights are affirmed and protected.

7.5.6. Individuals are protected from exploitation, abuse, and neglect.

7.5.7. The service system is accessible, responsive, and accountable to the individual.

7.5.8. Person-centered planning may be incorporated into existing service plans or documents already being used by the contractor.

7.6. Staffing

The Contractor agrees to adhere to the following staffing requirements:

7.6.1. Provide sufficient staff to perform all tasks specified in this Agreement. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients and geographic area as identified in this Agreement.

7.6.2. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their

respective positions. This includes keeping up-to-date personnel and training records and documentation of all individuals requiring licenses and/or certifications. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to DHHS within thirty days of approval of the Contract Agreement. The plan shall include but not be limited to:

7.6.3. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;
7.6.4. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;
7.6.5. A description of time frames necessary for obtaining staff replacements;
7.6.6. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience; and
7.6.7. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

7.7. Service Delivery Verification

The following are the performance measure reporting requirements for each service identified in Section 1.

1) Eligibility:
   a) The number of applications for home delivered meals and the number of requests for congregate meals and transportation and
      i) The number and percent of applicants found eligible for each service; and
      ii) The number and percent of applicants found ineligible for each service.
      The contractor will indicate the reasons applicants were found ineligible and what quality improvement activities are to be initiated to address concerns about eligibility.

2) Quality and Appropriateness:
   a) Plans of Care: For home delivered meals the number and percent of individuals' plans of care contain evidence of person-centered planning.
      i) The number and percent of individuals who have experienced a safety-related incident or accident which occurs during times of face-to-face contact with the client(s); The number and percent of individuals for whom a report to Adult Protective Services was made.
   b) Experience: The number and percent of individuals surveyed (via telephone, mail, e-mail, or face-to-face) who report their experiences with their services and providers have been satisfactory or better.
   c) The contractor will indicate the reasons why:
      i) For home delivered meals, applicants' plans of care did not include evidence of person-centered planning;
      ii) Applicants experienced safety-related incidents which occurs during times of face-to-face contact with the client(s); Applicants were referred to Adult Protective Services; and
      iii) The number and percent of individuals surveyed who reported their experiences with their services and providers were not satisfactory or better.
   d) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about the quality and appropriateness of care.

3) The Contractor must survey a sample of participants for each contracted service and provide their survey methodology, in writing, to BEAS.

4) Service Delivery
   a) The number of open cases at the end of each reporting period, and
      i) The number and percent of days individuals did not receive a planned service(s) due to the service(s) not being available due to inadequate staffing or other related provider issue or due to lack of transportation, etc.

b) The Contractor will indicate the reasons applicants did not receive their planned services.
c) The Contractor will describe the quality improvement activities to be initiated to address identified concerns about service delivery.

7.8. Reporting Requirements:

7.8. Reporting Requirements:
The Contractor shall complete quarterly reports on a pre-defined electronic form provided by the Department. Quarterly is defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30. The Contractor shall submit the quarterly reports to the Department by October 15, January 15, April 15, and July 15 as applicable to each State Fiscal Year in the contract period. The data will include, but not be limited to the following:

- Expenses by program service provided. Service is defined as Home Delivered Meals, Congregate Meals & Transportation;
- Revenue, by program service provided, by funding source;
- Actual Units served, by program service provided, by funding source;
- Number of unduplicated clients served, by service provided, by funding source;
- Number of Title III and Title XX clients served with non-BEAS funds;
- Unmet need/waiting list; and
- Lengths of time clients are on a waiting list.

In addition, the Contractor shall complete the Home-Delivered Data Form and the Transportation Data Form provided by the Department. The Contractor shall submit the Forms to the Department by January 31 and July 31 as applicable to each State Fiscal Year in the contract period. The data will include, but not be limited to the following:

For home-delivered meals:

- the number of meals served by client and by town;
- the number of meals served in the aggregate; and
- the number of miles related to the delivery of meals in the aggregate.

For transportation:

- the number of clients served by town and in the aggregate;
- the number of miles in the aggregate;
- the nature of the transportation. Nature is defined as medical appointment, shopping, etc...; and
- the occupancy rate per vehicle.

7.9. Client Fees and Donations

7.9.1. Title III Services

Except as provided in paragraph 7.9.3, the NH Administrative Rule He-E 502.12 allows Title III contractors to ask individuals receiving services for a voluntary donation towards the cost of the service and provides guidance for requesting donations. The donation is to be purely voluntary, and no one can be refused services if they are unable or unwilling to donate.

The Contractor is required to report the total amount of collected donations on the quarterly report sent to BEAS Finance.

7.9.2. Title XX Services

The Contractor may charge fees to individuals receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to individuals seeking services. The Contractor shall comply with the New Hampshire Administrative Rule He-E 501 when establishing and charging fees to individuals. In

addition, the Contractor is required to report on the total amount of fees/income received for Title XX Services on the quarterly report sent to BEAS Finance.

7.9.2.1. The Contractor providing Title XX services may charge fees to clients, referred by APS staff, for whom reports of abuse, neglect, self-neglect and/or exploitation have not been founded. The Contractor is required to include the total amount of fees/income received for Title XX services, referred by APS staff, with the total amount of fees/income reported for Title XX Services, listed above, on the quarterly report sent to BEAS Finance.

7.9.3. Adult Protective Services

Under RSA 161-F: 42 et seq. BEAS provides protective services to incapacitated adults to prevent neglect, abuse or exploitation. When BEAS determines that an individual needs protective services as described in the Adult Protection Program NH Administrative Rules (He-E 700), the Contractor agrees that the payment received from BEAS for the specified services is payment in full for those services, and the provider agrees to refrain from making any attempt to secure additional reimbursement of any type from the individual for those services. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons in need of protective services.

7.9.3.2. Agencies providing Title III and/or Title XX services may not charge fees or ask donations from clients referred by the DHHS Adult Protective Services (APS) Program as long as these individuals remain active recipients of adult protective services as verified by Adult Protective Services staff.

7.10. Adult Protective Services

The Contractor will report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law.
The Contractor shall make a good faith effort to assure the provision of some level of services to those persons who the Department refers to the contracted agency and identifies the client in in need of protective services.
The Contractor shall follow the plan of care established by the APS social worker.
The contractor is expected to inform the referring APS staff of any changes in the individual's situation or other concerns, and the APS staffs are expected to inform the contractor of any information that may affect service provision.

7.11. E-Studio Electronic Information System

The Contractor shall be required to use BEAS' E-Studio electronic information system. E-Studio is BEAS' primary vehicle for uploading important information concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information. Contractor shall identify all of the key personnel who need to have E-Studio accounts to ensure that information from BEAS can be shared with the necessary agency staff. There is no cost to the contractor for BEAS to create an E-Studio account and no limit on the number of staff an agency identifies to have access to E-Studio. Contractor shall ensure that their E-Studio account(s) are kept current and that BEAS is notified when a staff member is no longer working in the program so his/her account can be terminated.

7.12. Criminal Background and Adult Protective Service Registry Checks

The contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services are required to complete a BEAS State Registry check before the staff member or volunteer begins providing services. In addition, all agency staff must undergo a NH Criminal Records Background check.

Contractors Initials: APS
Date: 5/4/15

7.12.1. Contractor shall conduct a New Hampshire criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact.

7.12.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49, which require the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry.

7.13. Grievance and Appeals

The Contractor must maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and staff. The Contractor shall have grievance system in place that includes a grievance process and any grievances filed are to be available to DHHS upon request. At a minimum the process shall include the following:

a) Client name,
b) type of service,
c) date of written grievance,
d) nature/subject of the grievance,
e) who in the agency reconsiders agency decisions,
f) what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.

7.14. Privacy and Security of Client Information

DHHS is the designated owner of all data and shall approve all access to that data. The Contractor shall not have ownership of State data at any time. The Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law. Privacy policy statements may be developed and amended from time to time by the State and will be appropriately displayed on the State portal. The Contractor shall provide sufficient security to protect the State and DHHS data in network, transit, storage and cache. In the event of breach, the contractor shall notify the Department within one day from the date of breach.

7.15. Culturally and Linguistically Appropriate Standards of Care

The Contractor shall ensure equal access to quality services under this contract by providing culturally and linguistically appropriate services according to the following guidelines:

- Assess the ethnic/cultural needs, resources and assets of their community.
- Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment or to those with disabilities.
- When feasible and appropriate, provide clients of minimal English skills with interpretation services.
- Offer clients a forum through which they have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may require a response.
- When feasible and appropriate, identify communication access needs for clients who may be deaf or hard of hearing, and/or have vision or speech impairment and develop an individual communication plan for clients to receive services.

7.16. Wait Lists

7.16.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. The contract agency shall maintain a wait list in accordance with NH Administrative Rules He-E 501 and 502 when funding or resources are not available to provide the requested services. A wait list includes at a minimum:

a) Each contract agency shall include the following information on its wait list:
   i) The individual's full name and date of birth;
   ii) The name of the service being requested;
   iii) The date upon which the individual applied for services which shall be the date the application was receive by the contract agency or BEAS;
   iv) The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
   v) The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services;
   vi) The individual's assigned priority on the wait list, determined in accordance with (b) below;
   vii) A brief description of the individual's circumstances and the services he or she needs.
b) The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
   i) Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
   ii) Declining mental or physical health of the caregiver;
   iii) Declining mental or physical health of the individual;
   iv) Individual has no respite services while living with a caregiver; and
   v) Length of time on the wait list.
   vi) When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.
   vii) Individuals who are being served under protective services RSA 161-F: 42-57 shall be given priority status on the waitlist and in accordance with He-E 501.14 (f) and He-E 502.13.
   viii) Individuals with adult protective needs in accordance with RSA 161-F: 42-57 shall be exempt from the wait list.
c) When an individual is placed on the wait list, the contract agency shall notify the individual in writing
d) The wait list must be maintained during the contract period and available to BEAS upon request.

7.17. Notice of Failure to meet Service Obligations

1) In the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date, the Contractor shall give at least a ninety (90) day prior written notice addressed to the Bureau Director, Bureau of Elderly and Adult Services, of such in ability to meet service obligations.
2) Examples of failure to meet service obligations may include, but are not limited to:
   a) Reducing hours of operation
   b) Changing a geographic service area
   c) Closing or opening a site
3) The written notification shall include the following:
   a) The reasons for the inability to deliver services;
   b) How service recipients and the community will be impacted if the contractor is unable to provide services
   c) How service recipients and the community will be notified; and
   d) The Contractor's plan to transition clients into other services or refer the clients to other agencies.
4) The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:
   a) Service(s) are terminated or planned to be terminated prior to the termination date of the contract;

b) The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State;
c) The Contractor terminates a services or services for any reason;
d) The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

7.18. Transition Process

The Contractor shall have a transition process for clients in the event that they maybe transitioned between DHHS contracted providers and shall submit their written transition process to DHHS within thirty days of approval of the Contract Agreement. The process shall ensure

a) Uninterrupted delivery of services for clients;
b) A method of notifying clients and/or the community about the transition. A staff member shall be available to address questions about the transition.

7.19. Compliance with Laws and Regulations

Services and Administration of the program services shall be provided in accordance with the applicable federal and state laws, Title III and Title XX rules, policies and regulations adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.

7.20. Contract Monitoring

The Contractor shall:

7.20.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.

7.20.2. Ensure the Department is provided with access that includes but is not limited to:

a) Data
b) Financial records
c) Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
d) Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
e) Scheduled phone access to Contractor principals and staff
f) Timely unscheduled phone response by Contractor principals and staff.

7.21. Financial Integrity Maintenance

7.21.1. Financial Reporting Requirements: In addition to the requirement for the Contractor to provide annual audited financial statements, the Contractor will provide to the State quarterly interim Balance Sheet and Profit and Loss Statements for the Contractor including separate statements for related parties. Quarterly is defined as the period of July 1 to September 30, October 1 to December 31, and January 1 to March 31, and April 1 to June 30. The Contractor shall submit the quarterly statements to the Department by October 31, January 31, April 31, and July 31 as applicable to each State Fiscal Year in the contract period. All statements must be certified by an officer of the reporting entity.

7.21.2. Corrective Action and or Termination: If after review of the contractor submitted information, and based on the following risk assessment, the State at its sole discretion, the State may:

1. Require a corrective action plan for identified deficiencies, or
2. Terminate the contract for reasons of risk to continued operation, services, or deliverables as required by the terms of the contract.

Contractors Initials: AAS
Date: 9/1/15

7.21.3. Absence of Risk Conditional Termination: This section does not negate any rights the State may have relative to the contract.

7.21.4. Risk Assessment Process:
The State will analyze the financial information provided by Contractor. Such analysis will include calculation of the ratios set forth in Table A. The weighted average of the ratios is used to calculate a risk score as follows:

- Low Risk 70% and Above
- Moderate Risk From 26% to 69%
- High Risk 25% and Below

7.21.5. Weighted Average: The process for the scoring is

1. Calculate the individual ratio for the Contractor
2. Divide Contractor ratio by the benchmark to determine percentage above or below benchmark
3. Multiply Contractor percentage by "Percentage Weight of Risk Score"
4. Add the scores for the ratios as determined for each ratio in Steps 1 to 3.

7.21.6. The State will provide, upon request, the Risk calculations for the Contractor.

Table A - Risk Analysis Assessment Ratios Matrix

Category	*Name of Ratio*	*Description*	*How it is Calculated*	*What the Ratio Measures*	*Benchmark*	*Percentage of Total Risk Assessment*
Liquidity	Current Ratio	This ratio compares the Current Assets with the Current Liabilities.	CURRENT ASSETS / CURRENT LIABILITIES	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a ratio, and represents 15% of the total risk assessment value.	1.0:1	10.0%
Liquidity	Days Expense in Working Capital	This ratio calculates the number of day's expense that the working capital can support.	(CURRENT ASSETS - CURRENT LIAB) / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed in "number of days" and represents 15% of the total risk assessment value.	30	10.0%

Contractors Initials: AMS
Date: 5/4/15

Table A - Risk Analysis Assessment Ratios Matrix						
Category	***Name of Ratio***	***Description***	***How it is Calculated***	***What the Ratio Measures***	***Benchmark***	***Percentage of Total Risk Assessment***
Liquidity	Days of Revenue In Accounts Receivable	This ratio calculates the number of days of revenue that are in accounts receivable.	(ACCOUNTS RECEIVABLE) / (REVENUE/365)	This ratio measures the performance of the accounts receivable function and the timeliness of revenue collection. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in days.	30	10.0%
Operating Results	Return on Equity	This ratio is a representation of the increase or decrease in net assets from the prior year.	INCREASE IN NET ASSETS / NET ASSETS	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Operating Results	Operation Income to Revenue	This ratio compares the current year's operating income with the current year's revenue.	OPERATING INCOME / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	3%	10.0%

Contractors Initials: AAS
Date: 5/4/15

Table A - Risk Analysis Assessment Ratios Matrix						
Category	***Name of Ratio***	***Description***	***How it is Calculated***	***What the Ratio Measures***	***Benchmark***	***Percentage of Total Risk Assessment***
Operating Results	Cash Flow % of Revenue	This ratio calculates the company's cash flow as a percentage of revenue.	(INCREASE IN NET ASSETS + DEPRECIATION) / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	2%	10.0%
Leverage	Debt to Equity	This ratio compares total debt to equity.	(TOTAL ASSETS - NET ASSETS)/NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a ratio and represents 5% of the total risk assessment value.	0.7:1	5.0%
Leverage	Long Term Debt to Equity	This ratio compares long term debt to equity.	LONG TERM DEBT / NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 5% of the total risk assessment value.	100%	5.0%
Leverage	Debt Ratio	This ratio compares total debt to total assets.	(TOTAL ASSETS - NET ASSETS)/TOTAL ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk	50%	10.0%

Contractors Initials: AMS
Date: 5/4/15

Table A - Risk Analysis Assessment Ratios Matrix						
Category	***Name of Ratio***	***Description***	***How it is Calculated***	***What the Ratio Measures***	***Benchmark***	***Percentage of Total Risk Assessment***
				assessment value.		
Reserves	Cash Flow to Total Debt	This ratio compares cash flow to total debt.	(OP. SURPLUS + DEPRECIATION) / (TOTAL ASSETS - NET ASSETS)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Reserves	Days Expense in Available Net Assets	This ratio calculates the number of day's expense that the net assets of the company can support.	NET ASSETS / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in "number of days" and this represents 10% of the total risk assessment value.	90	10.0%
						100.0%

Contractors Initials: AMS
Date: 5/14/15

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions (Form P-37) of this Agreement in consideration for the Contractor's compliance with the terms and conditions of this Agreement and for the services provided by the Contractor pursuant to Exhibit A Amendment #1, Scope of Services.

2. The following terms and conditions detailed this Exhibit B Amendment #1 shall apply to all applicable services identified in Exhibit A Amendment #1, Paragraph 5, unless expressly stated otherwise.

3. The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A Amendment #1, Paragraph 5, according to the following reimbursement rates:

Reimbursement Rates	Unit Types
$4.85	Per Home Delivered Meal
$5.50	Per Congregate Meal
$8.75	Per Person per day for Transportation Services
$.30	Per mile

4. Payment for contracted services will be in accordance with Exhibit B-1 and Exhibit B-2.

5. The General provisions (Form P-37) Block 1.6 Account Numbers are as follows:

   - 05-95-48-481010-78720000-512-500352
   - 05-95-48-481010-78720000-541-500383
   - 05-95-48-481010-78720000-544-500386
   - 05-95-48-481010-92550000-544-500386

6. This Contract is funded with federal funds made available under the Catalog of Federal domestic Assistance (CFDA) #'s, for the provision of services pursuant to Exhibit A Amendment #1, Scope of Services as follows:

   - 93.044 United States Department of Health and Human Services, Administration for Community, Living Special Programs for the Aging- Title IIIB
   - 93.045 United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging- Title IIIC-1
   - 93.045 United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging- Title IIIC-2
   - 93.667 United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant- Title XX

6.1. The Contractor agrees to provide the services in Exhibit A Amendment #1, Scope of Services in compliance with funding requirements.

Contractor Initials MAS
Date 5/1/15

7. Notwithstanding paragraph 18 of the General Provisions (Form P-37), an amendment, limited to the terms of Exhibit B-1 and Exhibit B-2, to transfer the amount of units from one service to another can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

8. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT).

9. The DHHS may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in accordance with the requirements and scope of services in Exhibit A Amendment #1; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.

10. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of required reports, or Contractor Site Review Reports, the State may review all units served to clients and number of miles per client incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any units served to clients and number of miles per client incurred that are not determined to be allowable or are determined to be served to ineligible clients and shall, by written notice specifying the disallowed costs, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs.

11. Form Submission:
Prior to submittal of an invoice for the following Title III funded services: Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

Prior to submittal of an invoice for Title XX Meals the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.

12. Invoice Submission:
12.1. Meals
Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual meals served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.
Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual meals served during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.

12.1.1. Meals Mileage

Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Contract Service Authorization Form (#3502) and Meal and Mileage Invoices shall be sent to:
NH Department of Health and Human Services
Data Management Unit
129 Pleasant St, P.O. Box 2000
Concord, NH 03301

12.2. Title III Transportation:

The Contractor shall complete and submit a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served (unit being per client, per day) during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit. In addition, the Contractor shall complete a monthly transportation form. The form will be a predefined electronic form supplied by DHHS.

12.2.1. Title III Transportation Mileage

The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title III Transportation and Mileage invoices and the monthly transportation form shall be submitted to:
Financial Management
DHHS Bureau of Elderly and Adult Services
129 Pleasant St, Brown Building
Concord NH 03301

Contractor Initials MMS
Date 5/1/15

12.3. Contractor will have forty-five (45) days from the end of the contract period to submit final invoices to the Department for payment. Any adjustments made to a prior invoice, during these forty-five (45) days, will need to be accompanied by supporting documentation.

12.4. The DHHS will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.

12.5. The Contractor shall submit to DHHS the subcontractor's budget for review and approval. The Contractor shall submit to DHHS copies of their subcontractor's invoices for actual units served to clients and number of miles per client that support the requests for reimbursement, upon DHHS request.

Contractor Initials AAS
Date 5/1/15

Contractor Name:	Lamprey Health Care, Inc.

Period:	7/1/15-6/30/16			7/1/16-9/30/16		
Funding Source and Service	Projected Number of Units	Projected Number of Miles	Total Maximum Amount Allowed by Funding Source	Projected Number of Units	Projected Number of Miles	Total Maximum Amount Allowed by Funding Source
Title IIIB Transportation	3,000	138,333	$67,749.90	750	34,583	$16,937.40

Contractors Initials: AMS
Date: 5/4/15

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS
As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Lamprey Health Care

5/1/2015
Date

A. Ashton Savage
Name: Audrey Ashton Savage
Title: President

EB

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF BUSINESS OPERATIONS
BUREAU OF CONTRACTS & PROCUREMENT

Nicholas A. Toumpas
Commissioner

Eric D. Borrin
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9558 1-800-852-3345 Ext. 9558
Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

March 4, 2015

Megan Yaple
NH Department of Justice
Office of the Attorney General
33 Capitol Street
Concord, New Hampshire 03301

Dear Attorney Yaple,

Please review the attached amendment between the Department of Health and Human Services, Division Community Based Care Services, Bureau of Elderly and Adult Services and Lamprey Health Care, Inc. (Vendor #177677), 207 Main Street, Newmarket, NH, 03857. The vendor provides transportation services in Rockingham and parts of Strafford Counties. The Contractor requested a transfer of funds between the respective budget lines for transportation services in order to better address client needs. The Department supports this transfer of SFY 2015 funds. The Governor and Executive Council approved the original agreement on June 18, 2014 (item # 109). There are no additional funds being requested in this amendment. 64% Federal and 36% General Funds.

The following language is included in Exhibit B, paragraph 5 of the contract agreement:

5. Notwithstanding paragraph 18 of the P-37, an amendment limited to the terms of Exhibit B-1, B-2, and B-3 to transfer the amount of units from one service to another can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

I am asking that you review and sign off on this contract amendment as it does not need further action by the Governor and Executive Council.

The remainder of this letter is presented in the format typical of most Governor and Executive Council letters, so that you might have some context for your review.

EXPLANATION

Lamprey Health Care, Inc. has requested the transfer of funds described above in order to realign the budget to provide additional funding for mileage for the transportation of clients. The contractor originally anticipated a lower usage of transportation miles, and expects the transfer will provide enough transportation to support the overall client usage for the remainder of the state fiscal year.

This contract was awarded as the result of a competitive bid process. On November 22, 2013 the Department issued a Request for Proposal for Title XX and Title III Nutrition and Transportation services on the Department's website.

Area Served: Rockingham and parts of Strafford Counties.

Source of Funds: 64% Federal Funds from the United States Department of Health and Human Services, Administration for Community Living, Older Americans Act Title III - Grants for State and Community Programs on Aging, CFDA #93.044, FAIN #14AANHT3SS and 36% General Funds.

In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Eric D. Borrin
Director

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Nutrition and Transportation Contract

This 1st Amendment to the Nutrition and Transportation Contract (hereinafter referred to as "Amendment #1") dated this day of February 24, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Lamprey Health Care, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation organized under the laws of the State of New Hampshire, with a place of business at 207 Main Street, Newmarket, New Hampshire, 03857.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 18, 2014 (item #109), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 and Exhibit B paragraph #5 of the Agreement, which states, Notwithstanding paragraph 18 of the P-37, an amendment limited to the terms of Exhibit B-1, B-2, and B-3 to transfer the amount of units from one service to another, can be made by written agreement of both parties and may be made without obtaining approval of G&C; and

WHEREAS, the State and the Contractor agree to transfer units within State Fiscal Year 2015 and within the price limitation.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

To amend as follows:

1) Delete Exhibit B-1 and replace with Exhibit B-1 Amendment #1.

Contractors Initials: AMS
Date: 3/10/15

State of New Hampshire
Department of Health and Human Services
Amendment #1 for Nutrition and Transportation Services

This amendment shall be effective upon approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

3/12/15
Date

Diane Langley
Director

Lamprey Health Care, Inc.

3/6/15
Date

A. Ashton-Savage
NAME Audrey Ashton + Savage
TITLE President, Board of Directors

Acknowledgement:
State of NH, County of Rockingham on 3/6/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Michelle L. Gaudet
Name and Title of Notary or Justice of the Peace
Michelle Gaudet, Notary

MICHELLE L. GAUDET, Notary Public
My Commission Expires August 22, 2017

Contractors Initials: AAS
Date: 3/6/15

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

3/16/15
Date

Name: Megan A. Yost
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-1 Amendment #1
Transportation Services
July 1, 2014 through June 30, 2015

Lamprey Health Care, Inc.			
Col. A	Col. B	Col. C	Col. D
Funding	Projected Number of Clients	Projected Number of Miles	Total Maximum Amount Allowed by Funding
Title III B	3,000	138,333	$ 67,750.00

Contractors Initials: MDS
Date: 3/6/15

Subject: Transportation Services

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		**1.2 State Agency Address** 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Lamprey Health Care, Inc.		**1.4 Contractor Address** 207 Main Street Newmarket, NH 03857	
1.5 Contractor Phone Number (603) 659-2494	**1.6 Account Number** See Exhibit B	**1.7 Completion Date** June 30, 2015	**1.8 Price Limitation** $67,750
1.9 Contracting Officer for State Agency Mary Maggioncalda, Administrator		**1.10 State Agency Telephone Number** 603-271-9096	
1.11 Contractor Signature A. Ashton-Savage		**1.12 Name and Title of Contractor Signatory** Audrey Ashton Savage, President	

1.13 Acknowledgement: State of NH, County of Rockingham

On 5/28/14 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

Michelle L Gaudet [Seal] MICHELLE L. GAUDET, Notary Public My Commission Expires August 22, 2017

1.13.2 Name and Title of Notary or Justice of the Peace

Michelle Gaudet, Executive Assistant

1.14 State Agency Signature	**1.15 Name and Title of State Agency Signatory** D. Langley, Director
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:	Director, On:
1.17 Approval by the Attorney General (Form, Substance and Execution) By:	On: 6-3-14
1.18 Approval by the Governor and Executive Council By:	On:

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials: AMB
Date: 5-28-14

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.
The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $2,000,000 per occurrence; and
14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials: AMB
Date: 5-28-14

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials: AMS
Date: 5-28-14

Scope of Services

1. Purpose:

The contractor shall provide services in this contract to assist eligible people to live as independently as possible in safety and with dignity.

1.1. The services in this contract are intended for individuals who are not already receiving the same or similar services through one of DHHS' Medicaid Waiver Programs, who are eligible for other NH Medicaid services or who are receiving the same or similar services through the Veterans' Administration.

2. Contract Period:

The commencement date of this contract shall be effective July 1, 2014 or the date of G& C approval, whichever is later. The completion of this contract shall be June 30, 2015.

3. Population:

Services are for individuals who reside in independent living settings and who meet the eligibility criteria as follows:

3.1. Title III

Individuals who are age 60 and older and with the most economic or social needs as described in:

- Older Americans Act as amended, Section 305,(a)(2)(E) and
- Title III Older Americans Act Services: Title IIB- Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, and Title IIID- Disease Prevention and Health Promotion Services, NH Administrative Rule He-E 502.

3.2. Title XX 42 USC §1397 et seq.

Individuals who are age 60 and older or ages 18-59 who have a chronic illness or disability, and a maximum monthly income of $1,194 for calendar year 2014 as described in:

- The Social Services Block Grant (Title XX), NH Administrative Rule He-E 501.

4. Geographic Area to be served:

The Contractor shall provide and ensure delivery of the services listed in Paragraph 5 below to all eligible persons in the towns/cities listed in Geographic Area Exhibit A-1. Nothing in this Agreement shall be construed to limit the ability of the Contractor to provide said services to other eligible persons located in a town/city not listed in Exhibit A-1 when the Department requests the contractor to do so or when the contractor receives approval by the Department.

5. Services Provided in this Agreement

	Services		
	Home Delivered Meals Services	Congregate Meals Services	Transportation Services
Program:			
Title III	na	na	x
Title XX	na	na	na

An "x" denotes that the Contractor shall provide that service to eligible individuals in accordance with all applicable laws, rules, regulations and terms and conditions of this Agreement.

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6. Service descriptions

6.1. Home-Delivered Meals (funded through Titles III and XX) are delivered to a client at his/her home. A client must be homebound and unable to prepare his/her own meals. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the client including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. Providers Contractors must ensure assure that a visual contact is made with each client in his/her home on each day that meals are delivered as an assurance of the individual's safety, with the exception of meals designated as emergency meals or frozen meals which are delivered to clients in advance of anticipated inclement weather conditions or other adverse conditions.

6.2. Home Delivered Meals funded by Title XX shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX) incorporated by reference into this Agreement.

6.3. Home Delivered Meals funded by Title III shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.

6.4. The Contractor agrees to perform the following: receive inquiries and applications; determine eligibility; notify applicants of eligibility; maintain records for each recipient; train staff and volunteers; monitor and evaluate services; maintain financial records; submit reports as requested to the Bureau of Elderly and Adult Services.

6.5. Congregate Meals (Community Dining) (funded through Title III) are provided in community settings, where individuals travel to a designated site to share a meal with other individuals. Advance registration is not required, and individuals register when arriving at the meal site. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the individual including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. The Contractor shall provide congregate meals at the locations, hours, and days identified in Exhibit A-2.

6.6. Congregate Meals funded by Title III shall be provided according to the rules and policies of the Bureau of Elderly and Adult Services (BEAS), including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older Americans Act of 1965 as amended, incorporated by reference into this Agreement.

6.7. Transportation (funded through Title III) provides transport in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization. Title III Transportation services do not include pleasure excursions that charge individuals a fee for participation.

6.8. Transportation services funded by Title III shall be provided according to the rules and policies of BEAS, including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.

6.9. Transportation providers must be in compliance with all applicable Federal and State Department of Transportation and Department of Safety regulations. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500 and inspected in accordance with NH Administrative Rule Saf-C 3200. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing and NH Administrative Rule Saf-C 1800 Commercial drivers licensing, as applicable.

7. Service Compliance Requirements

7.1. Access to Services

7.1.1. Individuals access the services described in this contract through one of two ways. They may apply directly for services to the contractor or be referred to the contractor by the Adult Protective Services Program as a result of a substantiated report of neglect, abuse, or exploitation.

7.1.1.1. Client directly applies for services: The Contractor shall determine eligibility for these services in accordance with the rules and requirements of the Title III and Title XX Programs. The contractor shall determine the eligibility of the individual; and with the exception of Congregate Meals and Transportation, provide written notice of eligibility within 45 days from the date eligibility was determined, indicate what services are to be provided and their frequency, and indicate the beginning and end dates for individual's period of eligibility.

7.1.1.2. Client referred by Adult Protective Services (APS): The contractor does not take an application, determine or redetermine the client's eligibility or issue notifications. The client's case will be managed by the APS staff. The referral will a protective services plan that the APS worker puts into place to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, or exploitation.

7.2. Client Application/Request for Services

The Contractor shall complete an intake and application for services, in accordance with New Hampshire Administrative Rule He-E 500. Title XX Home-Delivered contractors shall use Form 3000 Application provided by DHHS. Title III Home-Delivered Meals contractors may use Form 3000 or a form of their own that includes the same information as the Form 3000. Congregate meals and transportation do not require an application per se but require participants to sign up for the service as a way to request the service. The Contractor submits these signature lists as verification that the service was provided.

7.3. Client Eligibility

7.3.1. The Contractor shall determine eligibility for services and shall be in compliance with both Title III and Title XX requirements regarding eligibility determination, notice of eligibility and the individual's period of eligibility as applicable.

7.3.2. In order for clients to be eligible to receive home-delivered meals through both Title III and Title XX, the client needs to demonstrate that he or she cannot prepare meals and that the individual is:

7.3.2.1. Homebound; or

7.3.2.2. Temporarily homebound due to recovery from illness or injury.

7.3.2.3. In order for clients to be eligible to receive congregate meals and transportation, they must be age 60 or older. They must sign up for these services prior to

receiving them. A written application is not required. Individuals who are less than 60 years of age may receive congregate meals if they are:

(1) The spouses of individuals who accompany them to the meal site;

(2) Individuals providing volunteer services at the congregate meal site during meal hours;

(3) Individuals with disabilities who reside at home with an individual who is receiving Title III services; and

(4) Individuals with disabilities under the age of 60 who are not older individuals, but who reside in housing facilities occupied by older individuals where congregate meals are provided.

7.3.3. Eligibility determination

The Contractor shall submit its policies and procedures for client eligibility determination for services to DHHS for review and approval, within 30 days of the start of each State Fiscal Year.

For Home Delivered Meals:
The Contractor shall provide a written notice of the eligibility decision, for individuals determined to be eligible to receive services, to the individual as soon as possible, but no later than 45 calendar days from the date of determination. This notice shall include:
1)The services to be provided, and when;
2)The eligibility period; and
3)Contact information for the contractor.

If the client is determined to not be eligible for service(s), the notice shall include:
1)The reason(s) for the denial;
2)A statement regarding the right of the individual or his or her authorized representative to request an informal resolution or appeal of the eligibility determination decision.
3)Contact information for requesting an appeal.

7.3.4. Redetermination of Service Eligibility.

The Contractor shall submit its policies and procedures for client eligibility redetermination for services to DHHS for review and approval, within 30 days of start of each State Fiscal Year.

For Home Delivered Meals:
1)The Contractor shall review the individual's service record annually while services are being provided. The review shall be completed within 30 days prior to the anniversary date on which eligibility began.
2)The Contractor shall make a decision to re-certify or terminate the individual's services based on the requirements contained in Title III and Title XX administrative rules and document the decision by making a notation in the individuals' service record.

7.3.5. Termination of Services.

Services shall be terminated when:
1)The individual or his or her authorized representative requests that the services be terminated;
2)The individual no longer meets the eligibility requirements for services;
3)Funding by the State for the service(s) is no longer available;
4)The individual did not reapply for services as required by program rules;
5)The individual has been admitted to a nursing home or residential care facility; or

6)The individual is deceased.

7.3.6. Service Authorizations for Eligible Clients.
Once the client has been determined eligible to receive home delivered meals and congregate meals services, the contractor shall obtain a service authorization from DHHS in order to be reimbursed from this contract for allowable costs in providing services to that client. Transportation services do not require service authorizations.

7.3.6.1. The Contractor shall submit a completed Form 3502 "Contract Service Authorization-New Authorization" for each client who has been determined eligible to receive home delivered and/or congregate meals services. More than one service may be included on a Form 3502. The completed Form 3502 shall be submitted to:

Bureau of Data Management
129 Pleasant Street
Concord, NH 03301

7.4. Client Assessments

The contractor shall assess the individual's needs and develop written service plans, keep written progress notes; and monitor and adjust service plans to meet the individual's needs in accordance with NH Administrative Rule 500.

7.5. Person centered provision of services

The Contractor agrees to incorporate into its agency's functions, policies, staff-client interactions and in the provision of all services in this Agreement the following Guiding Principles for Person-Centered Planning Philosophy:

7.5.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
- 7.5.1.1. Individual's wishes, values, and beliefs are considered and respected.
- 7.5.1.2. Individual is listened to; needs and concerns are addressed.
- 7.5.1.3. Individual receives the information he/she needs to make informed decisions.

7.5.2. Planning is responsive to the individual. His or her preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.

7.5.3. Services are designed, scheduled, and delivered to best meet the needs and preferences of the individual.

7.5.4. The system is committed to excellence and quality improvement:

7.5.5. Individual rights are affirmed and protected.

7.5.6. Individuals are protected from exploitation, abuse, and neglect.

7.5.7. The service system is accessible, responsive, and accountable to the individual.

7.5.8. Person-centered planning may be incorporated into existing service plans or documents already being used by the contractor.

7.6. Staffing

The Contractor agrees to adhere to the following staffing requirements:

7.6.1. Provide sufficient staff to perform all tasks specified in this Agreement. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients and geographic area as identified in this Agreement.

7.6.2. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their

respective positions. This includes keeping up-to-date personnel and training records and documentation of all individuals requiring licenses and/or certifications. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to DHHS within thirty days of approval of the Contract Agreement. The plan shall include but not be limited to:

7.6.3. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;

7.6.4. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;

7.6.5. A description of time frames necessary for obtaining staff replacements;

7.6.6. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience; and

7.6.7. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

7.7. Service Delivery Verification

The following are the performance measure reporting requirements for each service identified in Section 1.

1) Eligibility:

a) The number of applications for home delivered meals and the number of requests for congregate meals and transportation and

i) The number and percent of applicants found eligible for each service; and

ii) The number and percent of applicants found ineligible for each service.

The contractor will indicate the reasons applicants were found ineligible and what quality improvement activity(ies) is/are to be initiated to address concerns about eligibility.

2) Quality and Appropriateness:

a) Plans of Care: For home delivered meals the number and percent of individuals' plans of care contain evidence of person-centered planning

i) The number and percent of individuals who have experienced a safety-related incident or accident which occurs during times of face-to-face contact with the client(s); The number and percent of individuals for whom a report to Adult Protective Services was made.

b) Experience: The number and percent of individuals surveyed (via telephone, mail, e-mail, or face-to-face) who report their experiences with their services and providers have been satisfactory or better.

c) The contractor will indicate the reasons why:

i) For home delivered meals, applicants' plans of care did not include evidence of person-centered planning;

ii) Applicants experienced safety-related incidents which occurs during times of face-to-face contact with the client(s); Applicants were referred to Adult Protective Services; and

iii) The number and percent of individuals surveyed who reported their experiences with their services and providers were not satisfactory or better.

d) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about the quality and appropriateness of care.

3) The Contractor must survey a sample of participants for each contracted service and provide their survey methodology, in writing, to BEAS.

4) Service Delivery

a) The number of open cases at the end of each reporting period, and

i) The number and percent of days individuals did not receive a planned service(s) due to the service(s) not being available due to inadequate staffing or other related provider issue or due to lack of transportation, etc.

b) The Contractor will indicate the reasons applicants did not receive their planned services.
c) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about service delivery.

7.8. Reporting Requirements:

Contractors shall complete quarterly reports which will be a pre-defined electronic form supplied by DHHS. The report must be submitted by the 15th of the month following the quarter end. The data will include, but not be limited to the following:

- Expenses by program service provided. Service is defined as Home Delivered Meals, Congregate Meals & Transportation;
- Revenue, by program service provided, by funding source;
- Actual Units served, by program service provided, by funding source;
- Number of unduplicated clients served, by service provided, by funding source;
- Number of Title III and Title XX clients served with non-BEAS funds;
- Unmet need/waiting list; and,
- Lengths of time clients are on a waiting list.

In addition, the Contractor shall complete the Home-Delivered Data Form and the Transportation Data Form two (2) times per year. These forms will be due January 31, 2015 and July 31, 2015. The form will be a pre-defined electronic form supplied by DHHS. The data will include, but not be limited to the following:

For home-delivered meals:

- the number of meals served by client and by town;
- the number of meals served in the aggregate;
- the number of miles related to the delivery of meals in the aggregate.

For transportation:

- the number of clients served by town and in the aggregate;
- the number of miles in the aggregate;
- the nature of the transportation. Nature is defined as Medical appointment, shopping, etc...;
- the occupancy rate per vehicle.

7.9. Client Fees and Donations

7.9.1. Title III Services

Except as provided in paragraph 7.9.3, the NH Administrative Rule He-E 502.12 allows Title III contractors to ask individuals receiving services for a voluntary donation towards the cost of the service and provides guidance for requesting donations. The donation is to be purely voluntary, and no one can be refused services if they are unable or unwilling to donate.

The Contractor is required to report the total amount of collected donations on the quarterly report sent to BEAS Finance.

7.9.2. Title XX Services

The Contractor may charge fees to individuals receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to individuals seeking services. The Contractor shall comply with the New Hampshire Administrative Rule He-E 501 when establishing and charging fees to individuals. In addition, the Contractor is required to report on the total amount of fees/income received for Title XX Services on the quarterly report sent to BEAS Finance.

7.9.2.1. The Contractor providing Title XX services may charge fees to clients referred by APS staff for whom reports of abuse, neglect, self-neglect and/or exploitation have not been founded. The Contractor is required to include the total amount of fees/income received for Title XX services, referred by APS staff, with the total amount of fees/income reported for Title XX Services, listed above, on the quarterly report sent to BEAS Finance.

7.9.3. Adult Protective Services

Under RSA 161-F: 42 et seq. BEAS provides protective services to incapacitated adults to prevent neglect, abuse or exploitation. When BEAS determines that an individual needs protective services as described in the Adult Protection Program NH Administrative Rules (He-E 700), the Contractor agrees that the payment received from BEAS for the specified services is payment in full for those services, and the provider agrees to refrain from making any attempt to secure additional reimbursement of any type from the individual for those services. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons in need of protective services.

7.9.3.2. Agencies providing Title III and/or Title XX services may not charge fees or ask donations from clients referred by the DHHS Adult Protective Services (APS) Program as long as these individuals remain active recipients of adult protective services as verified by Adult Protective Services staff.

7.10. Adult Protective Services

The Contractor will report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law.
The Contractor shall make a good faith effort to assure the provision of some level of services to those persons who the Department refers to the contracted agency and identifies the client in in need of protective services.
The Contractor shall follow the plan of care established by the APS social worker.
The contractor is expected to inform the referring APS staff of any changes in the individual's situation or other concerns, and the APS staffs are expected to inform the contractor of any information that may affect service provision.

7.11. E-Studio Electronic Information System

The Contractor shall be required to use BEAS' E-Studio electronic information system. E-Studio is BEAS' primary vehicle for uploading important information concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information. Contractor shall identify all of the key personnel who need to have E-Studio accounts to ensure that information from BEAS can be shared with the necessary agency staff. There is no cost to the contractor for BEAS to create an E-Studio account and no limit on the number of staff an agency identifies to have access to E-Studio. Contractor shall ensure that their E-Studio account(s) are kept current and that BEAS is notified when a staff member is no longer working in the program so his/her account can be terminated.

7.12. Criminal Background and Adult Protective Service Registry Checks

The contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services are required to complete a BEAS State Registry check before the staff member or volunteer begins providing services. In addition, all agency staff must undergo a NH Criminal Records Background check.

7.12.1. Contractor shall conduct a New Hampshire criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact.

7.12.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49, which require the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry.

7.13. Grievance and Appeals

The Contractor must maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and staff. The Contractor shall have grievance system in place that includes a grievance process and any grievances filed are to be available to DHHS upon request. At a minimum the process shall include the following:

a) Client name,
b) type of service,
c) date of written grievance,
d) nature/subject of the grievance,
e) who in the agency reconsiders agency decisions,
f) what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.

7.14. Privacy and Security of Client Information

DHHS is the designated owner of all data and shall approve all access to that data. The Contractor shall not have ownership of State data at any time. The Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law. Privacy policy statements may be developed and amended from time to time by the State and will be appropriately displayed on the State portal. The Contractor shall provide sufficient security to protect the State and DHHS data in network, transit, storage and cache. In the event of breach, the contractor shall notify the Department within one day from the date of breach.

7.15. Culturally and Linguistically Appropriate Standards of Care

The Contractor shall ensure equal access to quality services under this contract by providing culturally and linguistically appropriate services according to the following guidelines:

- Assess the ethnic/cultural needs, resources and assets of their community.
- Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment or to those with disabilities.
- When feasible and appropriate, provide clients of minimal English skills with interpretation services.
- Offer clients a forum through which they have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may require a response.
- When feasible and appropriate, identify communication access needs for clients who may be deaf or hard of hearing, and/or have vision or speech impairment and develop an individual communication plan for clients to receive services.

7.16. Wait Lists

7.16.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. The contract agency shall maintain a wait list in accordance with NH Administrative Rules He-E 501 and 502 when funding or resources are not available to provide the requested services. A wait list includes at a minimum:

a) Each contract agency shall include the following information on its wait list:
   i) The individual's full name and date of birth;
   ii) The name of the service being requested;
   iii) The date upon which the individual applied for services which shall be the date the application was receive by the contract agency or BEAS;
   iv) The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
   v) The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services;
   vi) The individual's assigned priority on the wait list, determined in accordance with (b) below;
   vii) A brief description of the individual's circumstances and the services he or she needs.
b) The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
   i) Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
   ii) Declining mental or physical health of the caregiver;
   iii) Declining mental or physical health of the individual;
   iv) Individual has no respite services while living with a caregiver; and
   v) Length of time on the wait list.
   vi) When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.
   vii) Individuals who are being served under protective services RSA 161-F: 42-57 shall be given priority status on the waitlist and in accordance with He-E 501.14 (f) and He-E 502.13.
   viii) Individuals with adult protective needs in accordance with RSA 161-F: 42-57 shall be exempt from the wait list.
c) When an individual is placed on the wait list, the contract agency shall notify the individual in writing
d) The wait list must be maintained during the contract period and available to BEAS upon request.

7.17. Notice of Failure to meet Service Obligations

1) In the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date, the Contractor shall give at least a ninety (90) day prior written notice addressed to the Bureau Director, Bureau of Elderly and Adult Services, of such in ability to meet service obligations.
2) Examples of failure to meet service obligations may include, but are not limited to:
   a) Reducing hours of operation
   b) Changing a geographic service area
   c) Closing or opening a site
3) The written notification shall include the following:
   a) The reasons for the inability to deliver services;
   b) How service recipients and the community will be impacted if the contractor is unable to provide services
   c) How service recipients and the community will be notified; and
   d) The Contractor's plan to transition clients into other services or refer the clients to other agencies.
4) The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:
   a) Service(s) are terminated or planned to be terminated prior to the termination date of the contract;

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b)The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State;
c)The Contractor terminates a services or services for any reason;
d)The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

7.18. Transition Process

The Contractor shall have a transition process for clients in the event that they maybe transitioned between DHHS contracted providers and shall submit their written transition process to DHHS within thirty days of approval of the Contract Agreement. The process shall ensure

a) Uninterrupted delivery of services for clients;
b) A method of notifying clients and/or the community about the transition. A staff member shall be available to address questions about the transition.

7.19. Compliance with Laws and Regulations

Services and Administration of the program services shall be provided in accordance with the applicable federal and state laws, Title III and Title XX rules, policies and regulations adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.

7.20. Contract Monitoring

The Contractor shall:

7.20.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.

7.20.2. Ensure the Department is provided with access that includes but is not limited to:

a) Data
b) Financial records
c) Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
d) Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
e) Scheduled phone access to Contractor principals and staff
f) Timely unscheduled phone response by Contractor principals and staff.

7.21. Financial Integrity Maintenance

7.21.1. Financial Reporting Requirements: In addition to the requirement for Contractor to provide annual audited financial statements, the Contractor agrees to provide quarterly to the State, interim Balance Sheet and Profit and Loss Statements for the Contractor to including separate statements for related parties. All statements must be certified by an officer of the reporting entity.

7.21.2. Corrective Action and or Termination: If after review of the contractor submitted information, and based on the following risk assessment, the State at its sole discretion, the State may:
1. Require a corrective action plan for identified deficiencies, or
2. Terminate the contract for reasons of risk to continued operation, services, or deliverables as required by the terms of the contract.

7.21.3. Absence of Risk Conditional Termination: This section does not negate any rights the State may have relative to the contract.

7.21.4. Risk Assessment Process:

The State will analyze the financial information provided by Contractor. Such analysis will include calculation of the ratios set forth in Table A. The weighted average of the ratios is used to calculate a risk score as follows:

- Low Risk 70% and Above
- Moderate Risk From 26% to 69%
- High Risk 25% and Below

7.21.5. Weighted Average: The process for the scoring is

1. Calculate the individual ratio for the Contractor
2. Divide Contractor ratio by the benchmark to determine percentage above or below benchmark
3. Multiply Contractor percentage by "Percentage Weight of Risk Score"
4. Add the scores for the ratios as determined for each ratio in Steps 1 to 3.

7.21.6. The State will provide, upon request, the Risk calculations for the Contractor.

Table A - Risk Analysis Assessment Ratios Matrix

Category	*Name of Ratio*	*Description*	*How it Is Calculated*	*What the Ratio Measures*	*Benchmark*	*Percentage of Total Risk Assessment*
Liquidity	Current Ratio	This ratio compares the Current Assets with the Current Liabilities.	CURRENT ASSETS / CURRENT LIABILITIES	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a ratio, and represents 15% of the total risk assessment value.	1.0:1	10.0%
Liquidity	Days Expense in Working Capital	This ratio calculates the number of day's expense that the working capital can support.	(CURRENT ASSETS - CURRENT LIAB) / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed in "number of days" and represents 15% of the total risk assessment value.	30	10.0%

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Table A - Risk Analysis Assessment Ratios Matrix						
Category	***Name of Ratio***	***Description***	***How it is Calculated***	***What the Ratio Measures***	***Benchmark***	***Percentage of Total Risk Assessment***
Liquidity	Days of Revenue In Accounts Receivable	This ratio calculates the number of days of revenue that are in accounts receivable.	(ACCOUNTS RECEIVABLE) / (REVENUE/365)	This ratio measures the performance of the accounts receivable function and the timeliness of revenue collection. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in days.	30	10.0%
Operating Results	Return on Equity	This ratio is a representation of the increase or decrease in net assets from the prior year.	INCREASE IN NET ASSETS / NET ASSETS	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Operating Results	Operation Income to Revenue	This ratio compares the current year's operating income with the current year's revenue.	OPERATING INCOME / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	3%	10.0%

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Table A - Risk Analysis Assessment Ratios Matrix						
Category	*Name of Ratio*	*Description*	*How it is Calculated*	*What the Ratio Measures*	*Benchmark*	*Percentage of Total Risk Assessment*
Operating Results	Cash Flow % of Revenue	This ratio calculates the company's cash flow as a percentage of revenue.	(INCREASE IN NET ASSETS + DEPRECIATION) / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	2%	10.0%
Leverage	Debt to Equity	This ratio compares total debt to equity.	(TOTAL ASSETS - NET ASSETS)/NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a ratio and represents 5% of the total risk assessment value.	0.7:1	5.0%
Leverage	Long Term Debt to Equity	This ratio compares long term debt to equity.	LONG TERM DEBT / NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 5% of the total risk assessment value.	100%	5.0%
Leverage	Debt Ratio	This ratio compares total debt to total assets.	(TOTAL ASSETS - NET ASSETS)/TOTAL ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk	50%	10.0%

Table A - Risk Analysis Assessment Ratios Matrix						
Category	*Name of Ratio*	*Description*	*How it is Calculated*	*What the Ratio Measures*	*Benchmark*	*Percentage of Total Risk Assessment*
				assessment value.		
Reserves	Cash Flow to Total Debt	This ratio compares cash flow to total debt.	(OP. SURPLUS + DEPRECIATION) / (TOTAL ASSETS - NET ASSETS)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Reserves	Days Expense in Available Net Assets	This ratio calculates the number of day's expense that the net assets of the company can support.	NET ASSETS / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in "number of days" and this represents 10% of the total risk assessment value.	90	10.0%
						100.0%

7.22. Agreement Elements

The Agreement between the parties shall consist of the following: General Provisions (P-37), Exhibit A Scope of Services, Exhibit A-1 Geographic Area, Exhibit A-2 Congregate Meal Sites, Exhibit B Method and Conditions Precedent to Payment, Exhibits B-1, B-2 and B-3, Exhibit C Special Provisions, Exhibit C-1 Additional Special Provisions, Exhibit D Certification Regarding Drug-Free Workplace, Exhibit E Certification Regarding Lobbying, Exhibit F Certification Regarding Debarment, Suspension and Other Responsibility Matters, Exhibit G Certification Regarding the American's With Disabilities Act Compliance, Exhibit H Certification Regarding Environmental Tobacco Smoke, Exhibit I Health Insurance Portability and Accountability Act Business Associate Agreement, Exhibit J Certification Regarding The Federal Funding Accountability and Transparency Act Compliance. In the event of any conflict or contradiction between or among the Agreement documents, the documents shall control in the above order of precedence.

Exhibit A-1
July 1, 2014 through June 30, 2015
Geographic Area Form

RFP # 14-DHHS-DCBCS-BEAS-05
Bidder's name: Lamprey Health Care

Name of Service	County/Counties	Towns/Cities where Services will be offered
Transportation	Rockingham	Atkinson
Transportation	Rockingham	Auburn
Transportation	Strafford	Barrington
Transportation	Rockingham	Brentwood
Transportation	Rockingham	Candia
Transportation	Rockingham	Danville
Transportation	Rockingham	Deerfield
Transportation	Strafford	Durham
Transportation	Rockingham	East Kingston
Transportation	Rockingham	Epping
Transportation	Rockingham	Exeter
Transportation	Rockingham	Fremont
Transportation	Rockingham	Hampstead
Transportation	Rockingham	Hampton
Transportation	Rockingham	Hampton Falls
Transportation	Rockingham	Kensington
Transportation	Rockingham	Kingston
Transportation	Strafford	Lee
Transportation	Rockingham	Newfields
Transportation	Rockingham	Newmarket
Transportation	Rockingham	Newton
Transportation	Rockingham	North Hampton
Transportation	Rockingham	Northwood
Transportation	Rockingham	Nottingham
Transportation	Rockingham	Plaistow
Transportation	Rockingham	Raymond
Transportation	Rockingham	Sandown
Transportation	Rockingham	Seabrook
Transportation	Rockingham	Stratham

Contractors Initials: AAS
Date: 5-28-14

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions (P-37) of this Agreement for the services provided by the Contractor pursuant to Exhibit A, Scope of Services and for the period beginning July 1, 2014 or the date of G&C approval, whichever is later. The completion date of this contract shall be June 30, 2015, block 1.7 of the P-37.

2. Service(s) provided in this Agreement: The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A, Paragraph 5. The following terms and conditions detailed below in this Exhibit B shall apply to all services unless expressly stated otherwise.

3. Payment for contracted services will be made up to the total maximum allowable funding identified in Column D of Exhibits B-1 and B-3, and Column C of Exhibit B-2 and based on the following reimbursement rates:

   3.1. $4.85 per home delivered meal
   3.2. $5.50 per congregate meal
   3.3. $8.75 per person per day for Transportation Services
   3.4. .30 cents per mile

4. The General provisions (P-37) Section 1.6 Account Numbers for funding under this contract including identification of the funding source (name of Grantor and Catalog of Federal Domestic Assistance (CFDA) number) are as follows:

Service	Funding Name	Funding Source	CFDA #	State of NH Account Number
Transportation	Special Programs for the Aging- Title IIIB	ACL	93.044	05-95-48-481010-78720000-512-500352
Nutrition Services	Special Programs for the Aging- Title IIIC	ACL	93.045	05-95-48-481010-78720000-541-500383
Nutrition Services: Home Delivered Meals	Social Services Block Grant- Title XX	U.S. Dept of Health & Human Services	93.667	05-95-48-481010-92550000-544-500386

5. Notwithstanding paragraph 18 of the P-37, an amendment limited to the terms of Exhibit B-1, B-2, and B-3 to transfer the amount of units from one service to another can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

6. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT).

7. The DHHS may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in

Contractor Initials AAS
Date 5-28-14

accordance with the requirements and scope of services in Exhibit A; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.

8. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of required reports, or Contractor Site Review Reports, the State may review all units served to clients and number of miles per client incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any units served to clients and number of miles per client incurred that are not determined to be allowable or are determined to be served to ineligible clients and shall, by written notice specifying the disallowed costs, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs.

9. Form Submission:
Prior to submittal of an invoice for the following Title III funded services: Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

Prior to submittal of an invoice for Title XX Meals the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.

10. Invoice Submission:

10.1. Meals

Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual meals served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual meals served during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.

10.1.1. Meals Mileage

Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Contract Service Authorization Form (#3502) and Meal and Mileage Invoices shall be sent to:
NH Department of Health and Human Services
Data Management Unit
129 Pleasant St, P.O. Box 2000
Concord, NH 03301

10.2. Title III Transportation:
The Contractor shall complete and submit a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served (unit being per client, per day) during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit. In addition, the Contractor shall complete a monthly transportation form. The form will be a predefined electronic form supplied by DHHS.

10.2.1. Title III Transportation Mileage
The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title III Transportation and Mileage invoices and the monthly transportation form shall be submitted to:
Financial Management
DHHS Bureau of Elderly and Adult Services
129 Pleasant St, Brown Building
Concord NH 03301

10.3. Contractor will have forty-five (45) days from the end of the contract period to submit final invoices to the Department for payment. Any adjustments made to a prior invoice, during these forty-five (45) days, will need to be accompanied by supporting documentation.

10.4. The DHHS will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.

10.5. The Contractor shall submit to DHHS the subcontractor's budget for review and approval. The Contractor shall submit to DHHS copies of their subcontractor's invoices for actual units served to clients and number of miles per client that support the requests for reimbursement, upon DHHS request.

Exhibit B-1
Transportation Services
July 1, 2014 through June 30, 2015

LAMPREY HEALTH CARE, INC.			
Col. A	Col. B	Col. C	Col. D
Funding	Projected Number of Clients	Projected Number of Miles	Total Maximum Amount Allowed by Funding
Title III B	5,000	80,000	$ 67,750.00

Contractors Initials: AAS
Date: 5-28-14

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party fundors for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party fundors, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to

subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function

16.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate

16.3. Monitor the subcontractor's performance on an ongoing basis

16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

16.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
   4. CONDITIONAL NATURE OF AGREEMENT.
   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. **Contract Extension:** The Department reserves the right to extend the completion date of the contract for up to two years to be exercised by mutual agreements by the parties, upon availability of funding, acceptable performance of the Statement of Work, and subsequent approval by the Governor and Executive Council.

4. **CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS:**
   4.1 This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L.112–239) and FAR 3.908.

Contractors Initials: AAS
Date: 5-28-19

4.2 The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

4.3 The Contractor shall insert the substance of this clause, including this paragraph (4.3), in all subcontracts over the simplified acquisition threshold.

5. Subparagraph 14.1.1 of the General Provisions of this contract is deleted and the following subparagraph is added:

14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $1,000,000 per occurrence and excess/umbrella liability coverage in the amount of $5,000,000 per occurrence; and

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name:

5-28-14
Date

A. Ashton-Savage
Name: Audrey Ashton Savage
Title: President

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor Name:

5-28-14
Date

A. Ashton-Savage
Name: Audrey Ashton Savage
Title: President

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

5-28-14
Date

A. Ashton-Savage
Name: Audrey Ashton Savage
Title: President

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Contractor Name:

5-28-14
Date

A. Ashton-Savage
Name: Audrey Ashton Savage
Title: President

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Nutrition and Transportation Contract

This second Amendment to the Nutrition and Transportation contract (hereinafter referred to as "Amendment #2") dated May 9, 2016, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Newport Senior Center, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 76 South Main Street, Newport, NH, 03773.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 18, 2014 (Item #109) (hereinafter referred to as the "Contract"), and amended by an agreement (Amendment #1) approved on June 10, 2015 (Item #21) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Department and the Contractor agree: 1) to change the per person per day transportation rate and per mile rate; and 2) to decrease the amount of funding for Title III C-1 Congregate Meals, Title III C-2 Home Delivered Meals, and Title XX Home Delivered Meals; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #2, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.

2. Amend General Provisions (Form P-37), Block 1.8, Price Limitation, to read: $1,739,723.45.

3. Replace Exhibit B Amendment #1, Section 3 as follows:

    3. The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A Amendment #1, Paragraph 5, according to the following reimbursement rates:

Reimbursement Rates	Unit Types
$4.85	Per Home Delivered Meal
$5.50	Per Congregate Meal
$9.32	Per Person per day for Transportation Services
$.54	Per mile

Contractor Initials: LKE
Date: 5-12-16

4. Replace Exhibit B-4 Title III C-1 Congregate Meals 7/1/15 – 6/30/16 Total Maximum Allowed by Funding Source with $160,726.50.

5. Replace Exhibit B-4 Title III C-2 Home Delivered Meals 7/1/15 – 6/30/16 Total Maximum Allowed by Funding Source with $249,909.70.

6. Replace Exhibit B-4 Title XX Home Delivered Meals 7/1/15 – 6/30/16 Total Maximum Allowed by Funding Source with $239,199.

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/18/16
Date

Marike Nihan
NAME Marike Nihan, MBA
TITLE Deputy Commissioner

Newport Senior Center, Inc.

5-12-16
Date

Larry K Eaton
NAME Larry K. Eaton
TITLE Vice President

Acknowledgement:
State of New Hampshire, County of Sullivan on 5-12-16, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Terri G. Spanos
Name and Title of Notary or Justice of the Peace

TERRI G. SPANOS
NOTARY PUBLIC
STATE OF NEW HAMPSHIRE
MY COMMISSION EXPIRES DECEMBER 5, 2017

Contractor Initials: LKE
Date: 5-12-16

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/23/14
Date

Name: Megan A. Yount
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

_____
Date

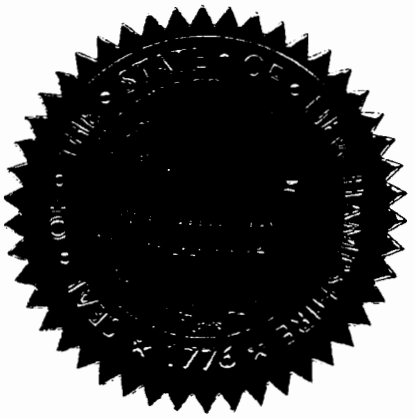
Name:
Title:

Contractor Initials: RKE
Date: 5-12-14

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NEWPORT SENIOR CENTER, INC. is a New Hampshire nonprofit corporation formed September 11, 1979. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 30th day of April, A.D. 2015

William M. Gardner
Secretary of State

NEW HAMPSHIRE

Corporation Division

Search
By Business Name
By Business ID
By Registered Agent
Annual Report
File Online
Guidelines
Name Availability
Name Appeal Process

Date: 4/21/2016

Filed Documents

(Annual Report History, View Images, etc.)

Business Name History

Name	Name Type
NEWPORT SENIOR CENTER, INC.	Legal
NEWPORT SENIOR CENTER	Prev Legal

Non-Profit Corporation - Domestic - Information

Business ID:	60736
Status:	Good Standing
Entity Creation Date:	9/11/1979
Principal Office Address:	76 SOUTH MAIN ST NEWPORT NH 03773
Principal Mailing Address:	No Address
Expiration Date:	Perpetual
Last Annual Report Filed Date:	1/21/2016 4:30:00 PM
Last Annual Report Filed:	2015

Registered Agent

Agent Name:	
Office Address:	No Address
Mailing Address:	No Address

Important Note: The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.

CERTIFICATE OF VOTE

I, Sharon Woodman, do hereby certify that:
(Name of the elected Officer of the Agency: cannot be contract signatory)

1. I am a duly elected Officer of Newport Senior Center, Inc.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on March 1, 2005:
(Date)

RESOLVED: That the President or Vice President
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 12th day of May, 2016.
(Date Contract Signed)

4. Larry K. Eaton is the duly elected Vice President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Sharon B. Woodman
(Signature of the Elected Officer)

STATE OF NH

County of Sullivan

The forgoing instrument was acknowledged before me this 12 day of May, 2016,

By Sharon B. Woodman
(Name of Elected Officer of the Agency)

Terri G. Spanos
(Notary Public/Justice of the Peace)

NOTARY SEAL

Commission Expires: _____

TERRI G. SPANOS
NOTARY PUBLIC
STATE OF NEW HAMPSHIRE
MY COMMISSION EXPIRES DECEMBER 5, 2017

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/18/2016

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	CONTACT NAME:	
Clark - Mortenson Insurance P.O. Box 606 Keene NH 03431	PHONE (A/C, No, Ext): 603-352-2121	FAX (A/C, No): 603-357-8491
	E-MAIL ADDRESS: csr24@clark-mortenson.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Mount Vernon Fire Insurance	
INSURED NEWPORT12	INSURER B : Markel Insurance Company	
Newport Senior Center Inc DBA Sullivan County Nutrition Services PO Box 387 Newport NH 03773	INSURER C : Star Insurance Company	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 605230848 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY			8502SS4270640	4/18/2016	4/18/2017	EACH OCCURRENCE	$1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$50,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC							$
B	AUTOMOBILE LIABILITY			8502SS4270640	4/18/2016	4/18/2017	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	[X] UMBRELLA LIAB [ ] OCCUR			4602SS4270670	4/18/2016	4/18/2017	EACH OCCURRENCE	$1,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [X] RETENTION $10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC0842202	4/18/2016	4/18/2017	WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$500,000
							E.L. DISEASE - POLICY LIMIT	$500,000
A	D&O Policy			NDO2554949A	4/18/2016	4/18/2017	1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

State of NH
129 Pleasant Street
Concord NH

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SULLIVAN COUNTY NUTRITION SERVICES
NEWPORT SENIOR CENTER, INC.
P.O. BOX 387 • 76 SOUTH MAIN ST. • NEWPORT • NEW HAMPSHIRE • 03773

BRENDA BURNS, Executive Director- (603) 863-5139

MISSION STATEMENT

It is the mission of the Newport Senior Center, Inc. and Sullivan County Nutrition Services...

1. To provide services to the elderly of Sullivan County (N.H.) and to assist them in achieving self-sufficiency, especially for those that are incapacitated.

2. To help older citizens secure maximum independence and dignity in a home environment with the assistance of support services.

3. To locate and identify hard to reach and isolated elderly, on a face-to-face basis, and disseminate information about services that are available.

4. To provide older Americans, particularly those in the greatest social and economic need, with sound nutritional meals and nutrition services, including nutrition education and outreach, in a group setting. To help reduce the isolation of old age.

This mission is carried out through meal, elder support and transportation services as funded by the federal government, state, local communities and the generous support of individual citizens.

Contained in Employee Handbook, Page 3 – Goals & Objectives Section and Revisited Annually

Newport Senior Center, Inc.

Financial Statements
June 30, 2015 and 2014

Newport Senior Center, Inc.
Financial Statements
For The Years Ended June 30, 2015 and 2014

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Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards. 10

McLarney & Company, LLC
Certified Public Accountants

Brian F. McLarney, MBA, CPA/PFS
James O. Nash, MSA, CPA

Shawn R. Tewksbury, CPA, CFP
Robert F. Siggens, MST, CPA

INDEPENDENT AUDITOR'S REPORT

To the Board of Trustees of
Newport Senior Center, Inc.

Report on the Financial Statements

We have audited the accompanying financial statements of Newport Senior Center. Inc. (a nonprofit organization), which comprise the statements of financial position as of June 30, 2015 and 2014, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Newport Senior Center. Inc. as of June 30, 2015 and 2014, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated August 27, 2015, on our consideration of Newport Senior Center. Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering Newport Senior Center. Inc.'s internal control over financial reporting and compliance.

McLarney & Company, LLC

McLarney & Company, LLC
August 27, 2015

One Tremont Street · Concord, NH 03301 · (603) 224-4990 · (603) 226-0030 Fax

Newport Senior Center, Inc,
Statements of Financial Position
For the Years Ended June 30, 2015 and 2014

ASSETS

	Unrestricted	Temporarily Restricted	Permanently Restricted	6/30/2015 Total	6/30/2014 Total
Current Assets					
Cash (Note 1)	$ 826,320	$ 12,071	$ -	$ 838,391	$ 871,242
Certificates of Deposit	50,432	-	-	50,432	50,281
Inventory	5,712	-	-	5,712	10,046
Grants receivables (Note 2)	63,153	-	-	63,153	40,354
Interfund receivables	772	-	-	772	809
Prepaid Expenses	7,083	-	-	7,083	14,096
Total Current Assets	953,472	12,071	-	965,543	986,828
Fixed Assets (Note 1)					
Land	84,632	-	-	84,632	84,632
Buildings and improvements	506,324	-	-	506,324	506,324
Furniture, fixtures, vehicles and equipment	266,635	-	-	266,635	236,374
	857,591	-	-	857,591	827,329
Accumulated Depreciation	(560,436)	-	-	(560,436)	(526,720)
Total Fixed Assets, Net	297,155	-	-	297,155	300,610
TOTAL ASSETS	$ 1,250,627	$ 12,071	$ -	$ 1,262,698	$ 1,287,438

LIABILITIES AND NET ASSETS

Current Liabilities					
Accounts Payable	$ 32,268	$ -	$ -	$ 32,268	$ 31,798
Accrued Payroll & Payroll Tax Payable	10,257	-	-	10,257	10,039
Interfund payable	772	-	-	772	809
Total Current Liabilities	43,297	-	-	43,297	42,647
Net Assets (Note 3)					
Board restricted: Title IIIB and Title IIIC	993,307	-	-	993,307	1,038,114
Operating fund	214,024	12,071	-	226,095	206,678
Total Net Assets	1,207,330	12,071	-	1,219,401	1,244,791
TOTAL LIABILITIES AND NET ASSETS	$ 1,250,627	$ 12,071	$ -	$ 1,262,698	$ 1,287,438

See Accompanying Notes and Auditor's Report

Newport Senior Center, Inc,
Statements of Activities
For the Years Ended June 30, 2015 and 2014

	Unrestricted	Temporarily Restricted	Permanently Restricted	6/30/2015 Total	6/30/2014 Total
PUBLIC SUPPORT:					
Grants:					
Title IIIC, Nutrition Services	$ 365,438	$ -	$ -	$ 365,438	$ 361,541
Title IIIB, Transportation and Elder Support	21,578	-	-	21,578	73,399
Title XX, Social Services Block Grant	218,465	-	-	218,465	155,196
Nutritional Services Incentive Program (NSIP)	82,942	-	-	82,942	75,596
Title XIX, Home and Community Based Care (HCBC)	15,524	-	-	15,524	47,178
Cash Matching:					
Non-Federal Share	56,507	-	-	56,507	42,311
In-Kind Matching	9,600	-	-	9,600	9,600
Town Subsidies	6,000	-	-	6,000	6,000
Donations and Gifts	75,880	2,483	-	78,363	74,670
Gain (Loss) on Disposition of Assets	-	-	-	-	-
Total Public Support	851,933	2,483	-	854,416	845,491
OTHER REVENUE:					
Rent and cleaning	14,494	-	-	14,494	13,193
Fund-raising activities	14,383	-	-	14,383	17,098
Program Receipts - Trip Program	-	19,998	-	19,998	22,940
Membership dues	1,190	-	-	1,190	1,331
Gift shop revenue	1,347	-	-	1,347	1,428
Interest	1,775	-	-	1,775	1,635
Assets Released From Restriction	-	-	-	-	-
	33,189	19,998	-	53,187	57,625
TOTAL REVENUE AND SUPPORT	885,123	22,481	-	907,604	903,116
Functional Expenses					
Program Services					
Senior Center	47,519	-	-	47,519	43,215
Sullivan Nutrition Title IIIB	34,938	-	-	34,938	78,601
Sullivan Nutrition Title IIIC	753,604	-	-	753,604	755,332
Trip Program	-	20,289	-	20,289	23,958
Supporting Services					
General & Administrative	70,547	-	-	70,547	61,075
Fund Raising	6,098	-	-	6,098	6,098
TOTAL FUNCTIONAL EXPENSES	912,705	20,289	-	932,994	968,279
CHANGE IN NET ASSETS	(27,583)	2,193	-	(25,390)	(65,163)
Net Assets - Beginning of Year	1,234,913	9,878	-	1,244,791	1,309,955
NET ASSETS - END OF YEAR	$ 1,207,331	$ 12,071	$ -	$ 1,219,401	$ 1,244,791

See Accompanying Notes and Auditor's Report

Newport Senior Center, Inc,
Statements of Functional Expenses
For the Years Ended June 30, 2015 and 2014

	PROGRAM SERVICES								
		Sullivan Nutrition						6/30/2015	6/30/2014
	Senior Center	Title IIIB	Title IIIC	Trip Program	Program Services	General & Administrative	Fund Raising	Total Expenses	Total Expenses
Salary & Wages	7,615	27,209	267,600	-	$ 302,424	$ 22,812	$ 5,665	$ 330,900	$ 332,322
Benefits	-	-	2,859	-	2,859	-	-	2,859	2,714
Payroll Taxes	760	2,081	20,452	-	23,293	1,745	433	25,471	26,412
Contracted Services	-	-	-	-	-	-	-	-	44,589
Professional Fees	1,725	-	-	-	1,725	14,041	-	15,766	12,025
Staff Development	-	-	140	-	140	-	-	140	977
Occupancy Costs	-	-	18,718	-	18,718	1,680	-	20,398	21,702
Supplies	540	600	43,874	394	45,409		-	45,409	47,351
Food	-	-	302,024	-	302,024	-	-	302,024	298,991
Equipment Maintenance	-	-	9,273	-	9,273	-	-	9,273	7,814
Repairs & Maintenance	8,921	-	-	-	8,921	-	-	8,921	7,155
Utilities	-	-	2,249	-	2,249	21,745	-	23,994	20,835
Telephone	-	600	5,052	958	6,610	-	-	6,610	6,890
Postage	-	300	-	-	300	292	-	592	625
Transportation	-	-	30,639	18,936	49,575	-	-	49,575	58,405
Travel	-	4,148	4,784	-	8,932	3,216	-	12,148	12,691
Insurance	1,995	-	31,637	-	33,632	-	-	33,632	28,408
Employment Advertisements	-	-	-	-	-	5,016	-	5,016	1,987
Miscellaneous	4,310	-	2,239	-	6,550	-	-	6,550	4,834
Depreciation and Amortization	21,653	-	12,064	-	33,717	-	-	33,717	31,554
TOTAL EXPENSES	$ 47,519	$ 34,938	$ 753,604	$ 20,289	$ 856,349	$ 70,547	$ 6,098	$ 932,994	$ 968,279

See Accompanying Notes and Auditor's Report

Newport Senior Center, Inc,
Statements of Cash Flows
June 30, 2015 and 2014

	6/30/2015 Total	6/30/2014 Total
Cash Flows From Operating Activities		
Change in Net Assets	$ (25,390)	$ (65,164)
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities		
Depreciation	33,717	31,554
(Gain) loss on disposition of assets	-	-
(Increase) decrease in inventory	4,334	(927)
(Increase) decrease in grants receivable	(22,799)	50,482
(Increase) decrease in prepaid expenses	7,012	(7,355)
Increase (decrease) in accounts payable	470	5,344
Increase (decrease) in payroll and payroll taxes payable	218	(368)
Total adjustments	22,952	78,729
Net Cash Provided (Used) by Operating Activities	$ (2,438)	$ 13,566
Cash Flows From Financing Activities		
Net Cash Provided (Used) by Financing Activities	$ -	$ -
Cash Flows From Investing Activities		
Net (Investment in) maturities of certificates of deposit	-	-
Interest payments received	(151)	(163)
Purchase of property and equipment	(30,262)	(17,012)
Net Cash Provided (Used) by Investing Activities	$ (30,413)	$ (17,175)
NET INCREASE (DECREASE) IN CASH	$ (32,851)	$ (3,609)
CASH AT BEGINNING OF YEAR	$ 871,242	$ 874,851
CASH AT END OF YEAR	$ 838,391	$ 871,242

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Purpose
The Newport Senior Center, Inc., is a voluntary, not-for-profit corporation, incorporated under the laws of the State of New Hampshire (RSA 292) and organized exclusively for tax-exempt charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1954, as amended. The Organization is not a private foundation within the meaning of Section 509(a). The purpose of the Organization is to operate a community center, which serves the elderly residents of Newport, Claremont, Charlestown and surrounding areas. Major sources of funds for operations are received from the federal government and the State of New Hampshire Division of Elderly and Adult Services.

Program Services
Following are descriptions of the program services provided by the Organization:

Senior Center - Providing elderly citizens with such services including, but not limited to, health, education, general counseling and recreation.

Sullivan Nutrition - Providing nutritional, transportation and outreach services to area elderly citizens.

Trip Program - Providing the opportunity for overnight and day trip activities for elderly citizens.

Financial Statement Presentation
The financial statements have been prepared in accordance with Financial Accounting Standards Board (FASB ASC 958-210-45). Under this standard, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. In addition, the Organization is required to present a statement of cash flows.

Revenue Recognition
Revenue is recognized as services are rendered using the accrual method of accounting. The Organization recognizes all contributions as revenue in the period received. Contributions are reported as unrestricted or as restricted depending on the existence of donor stipulations that limit the use of the contribution. However, donor-restricted contributions whose restrictions are met in the same reporting period are reported as unrestricted contributions. Substantially all revenues are derived from grants and service contracts awarded by government agencies and nonprofit organizations.

Cash and Cash Equivalents
For purposes of reporting the statement of cash flows, the Organization considers all Treasury bills, certificates of deposit, money market funds and all other highly liquid debt instruments purchased with a maturity of 90 days or less to be cash equivalents.

Accounts Receivable
Accounts Receivable are considered by management to be fully collectible and accordingly no allowance for doubtful accounts is considered necessary.

Allocation of Joint Costs
Expenses are charged to each program based on direct expenditures incurred. Any program expenditures not directly chargeable are allocated to programs and supporting services using allocation formulas based on analyses of personnel time and/or space utilized for the related activities. It was estimated that 10% of the Executive Director's time was spent on fund raising activities related to obtaining and continuing various grants in the Sullivan Nutrition program.

In-Kind Donations
The Sullivan Nutrition Program receives in-kind donations of space, food, and volunteer services. Space rental is valued at market and is reflected in the accompanying financial statements as both support and expenditures in the amount of $9,600 for the years ending June 30, 2015 and 2014. In addition, the Organization received donations of food valued at $0 and $0 during the years ended June 30, 2015 and 2014, respectively. Because the volunteer services received are not specialized services, they are not reflected in these financial statements as support or expenditures. The amounts of these services are estimated at $10,000 in both 2015 and 2014.

Inventory
Inventory consists of purchased food and supplies used for the Sullivan Nutrition Program. Inventory is carried at cost and is determined by the first-in, first-out method.

Property and Equipment
Property and equipment are recorded at cost or, if donated, at the approximate fair value at the date of donation. Newport Senior Center, Inc. follows the policy of capitalizing, at cost, all expenditures for fixed assets in excess of $500. Depreciation is calculated using the straight-line method over the following estimated useful lives:

	Years
Land	-
Building and improvements	30-39
Furniture, fixtures and equipment	3-30
Automobiles	5

Depreciation expense recognized in these financial statements for the years ended June 30, 2015 and 2014 was $33,717 and $31,554, respectively.

Income Taxes
The Organization is a not-for-profit organization that is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code and is not a private foundation.

Estimates
The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

2. GRANTS RECEIVABLE

The Organization's grants receivables as of June 30, 2015 and 2014 were as follows:

Due from the State of New Hampshire	2014	2013
Division of Elderly and Adult Services for:		
Nutrition Services Incentive Program	9,643	5,012
Title IIIB, Transportation, Elder Support and Home Health	3,780	6,739
Title IIIC, Congregate Meals and Home Delivered Meals	30,802	19,956
Title XX, Home Delivered	17,329	-
Title XIX, Home and Community Based Care	1,598	6,191
Due from Towns:		
Town of Lempster	-	-
Town of Sunapee	-	2,456
Total	63,153	40,354

3. RESTRICTIONS ON NET ASSETS

Amounts in restricted net assets represent revenues received, but not expended for their restricted purpose. Net assets in the trip fund are restricted to be used for overnight and day trips for elderly citizens. Net assets in the Senior Center are restricted for construction.

Board restricted net assets consist of net assets that have been restricted for use in the Sullivan County Nutrition program.

4. SUBSEQUENT EVENTS

The Organization has evaluated subsequent events through August 27, 2015, which is the date the financial statements were available to be issued for events requiring recording or disclosure in the financial statements for the year ended June 30, 2015 and none were found.

McLarney & Company, LLC
Certified Public Accountants

Brian F. McLarney, MBA, CPA/PFS
James O. Nash, MSA, CPA

Shawn R. Tewksbury, CPA, CFP
Robert F. Siggens, MST, CPA

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Trustees of
Newport Senior Center, Inc.

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Newport Senior Center, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2015, and the related statements of activities, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated August 27, 2015.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Newport Senior Center, Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Newport Senior Center, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Newport Senior Center, Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

McLarney & Company, LLC

Concord, NH
August 27, 2015

One Tremont Street · Concord, NH 03301 · (603) 224-4990 · (603) 226-0030 Fax

Newport Senior Center, Inc.

Financial Statements
June 30, 2014 and 2013

NEWPORT SENIOR CENTER, INC.
P.O. BOX 387 • 76 SOUTH MAIN STREET • NEWPORT, NH 03773 • (603)863-3177

BOARD OF DIRECTORS

PRESIDENT
Carol Hammond
[redacted]

VICE PRESIDENT [redacted]
Larry K. Eaton
[redacted]

TREASURER
Jonathan (Jack) Howard
[redacted]

SECRETARY
Sharon Woodman
[redacted]

Larry Flint
[redacted]

Bob Dearborn
[redacted]

Robert (Bob) Burby
[redacted]

Brenda Burns
[redacted]

Objective: To obtain a professional position utilizing my strong work ethic, dedication and willingness and ability to increase knowledge.

Experience:

Newport Senior Center Newport, NH
Executive Director 1995-Current

- Coordinate and manage multiple priorities and projects while paying attention to detail
- Train individuals in QuickBooks, Microsoft suite and internet
- Supervise and inspire 25 employees
- Great interpersonal communication skills while working with 800 clients and approximately 50 volunteers including, resolving issues and managing customer relations with exemplary service to all customers
- Re-evaluated and developed techniques to improve delivery of services, resulting in increased revenues and decreased expenses
- Created efficiency within the program with improved organizational skills of the employees and delivery of service
- Demonstrated the ability to multi-task, therefore establishing an understanding of the operations of a non-profit organization
- General accounting functions, maintained journals, tax reporting, banking of $1.4 million cash flow and bank reconciliations
- Budget preparations for Federal, State and Local funds
- Coordinate menus, delivery routes, employees and volunteers
- Performed administrative and secretarial support functions for the remote Executive Director before being promoted to Executive Director
- Successfully written grants needed to sustain non-profit stability
- Client assessments with demonstrated abilities to keep composure while preserving strict confidentiality.
- Oversee and perform all operations including audits, payroll, employer tax reporting, new hire reports, A/P, A/R in QuickBooks
- Promoted within the organization for every position within the organization until being promoted to Executive Director

Prior years work experiences available upon request.

Education

Claremont Stevens High School (1986)
Business Courses of Studies

New England School of Hair Design (1988)
Cosmetology, Creative Nail Design

Creative Cake Design
Certificate (1990)

Independent Correspondence School (2001)
Secretarial Science

College for Lifelong Learning
Word, Excel, Power Point, and Access

River Valley Community College (2009)
Associates in Science- Accounting Major
Phi-Theta Kappa Honor Society
Graduated Cum Laude

Rockhurst University Continuing Education Center
Payroll Law Certificate (2010)

Rockhurst University Continuing Education Center
Essentials for Personnel and HR Assistance Certificate (2010 & 2012)

Rockhurst University Continuing Education Center
Management Skills Certificate (2012)

Rockhurst University Continuing Education Center
How to Communicate with Tact, Professionalism, and Diplomacy Certificate (2012)

Community involvement

- Committed to helping those less fortunate. Serve as Co-Chairman of the Newport Willey-Perra Christmas program for needy families.
- Served as Chairman of Newport Revitalization Committee for two years. I am now a member and have been for nine years.
- Served as Vice-Chair of the Sullivan County, Regional Coordinating Council (RCC). I am now a member of the RCC serving on several sub-committees

Newport Senior Center, Inc. D/B/A Sullivan County Nutrition Services

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Brenda Burns	Executive Director	$54099.72	100	$54099.72

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Nutrition and Transportation Contract

This first Amendment to the Nutrition and Transportation contract (hereinafter referred to as "Amendment #1") dated April 13, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Newport Senior Center Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 76 South Main Street, Newport, NH, 03773.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 18, 2014 (Item #109) (hereinafter referred to as the "Contract"), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37) and Exhibit C-1 Paragraph 3, the Department reserves the right to extend the completion date of the contract for up to two years to be exercised by mutual agreements by the parties, upon availability of funding, and acceptable performance of the Statement of Work, the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Department and the Contractor agree to extend the completion date by fifteen months, and to increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #1, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.7, Completion Date, by extending the date to September 30, 2016.
3. Amend General Provisions (Form P-37), Block 1.8, Price Limitation, to read: $1,822,358.85.
4. Amend General Provisions (Form P-37), Block 1.9, Contracting Officer for State Agency to read: Eric Borrin, Director of Contracts and Procurement.
5. Amend General Provisions (Form P-37), Block 1.10, to read: (603) 271-9558.
6. Delete in its entirety Exhibit A, Scope of Services and replace with Exhibit A Amendment #1, Scope of Services.
7. Amend Exhibit A-1 Geographic Area Form by extending the date to September 30, 2016.
8. Delete in its entirety Exhibit A-2 Congregate Site Information.

Contractor Initials: CAH
Date: 4/27/15

9. Delete in its entirety Exhibit B, Method and Conditions Precedent to Payment and replace with Exhibit B Amendment #1, Method and Conditions Precedent to Payment.

10. Add Exhibit B-4

11. Delete in its entirety Standard Exhibit C, Special Provisions and replace with Exhibit C, Special Provisions.

12. Delete in its entirety, Exhibit C-1 Revisions to General Provisions, Section 4.

13. Delete in its entirety, Standard Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.

Contractor Initials: CAH
Date: 4/29/15

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/5/15
Date

Diane Langley
Director

Newport Senior Center Inc.

4/29/15
Date

NAME Carol A Hammond
TITLE President

Acknowledgement:
State of New Hampshire, County of Sullivan on April 29, 2015, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Notary
Name and Title of Notary or Justice of the Peace

WENDY A. CALLUM
Notary Public - New Hampshire
My Commission Expires June 8, 2016

Contractor Initials: CAH
Date: 4/29/15

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/22/15
Date

Name: Megan A. Yeaton
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

Contractor Initials: CAH
Date: 4/27/15

Scope of Services

1. Purpose:

The contractor shall provide services in this contract to assist eligible people to live as independently as possible in safety and with dignity.

1.1. The services in this contract are intended for individuals who are not already receiving the same or similar services funded through other programs such as, but not limited to: the Medicaid State Plan, any of the Home and Community Based Care Waivers administered by the Department, the Medicaid Program, or services provided through the Veterans Administration.

2. Contract Period:

The commencement date of this contract shall be effective July 1, 2014 or the date of G& C approval, whichever is later. The completion of this contract shall be September 30, 2016.

3. Population:

Services are for individuals who reside in independent living settings and who meet the eligibility criteria as follows:

3.1. Title III

Individuals who are age 60 and older and with the most economic or social needs as described in:

- Older Americans Act as amended, Section 305,(a)(2)(E) and
- Title III Older Americans Act Services: Title IIB- Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, and Title IIID- Disease Prevention and Health Promotion Services, New Hampshire (NH) Administrative Rule He-E 502.

3.2. Title XX 42 USC §1397 et seq.

Individuals who are age 60 and up or ages 18-59 who a have a chronic illness or disability, and who have maximum monthly income in accordance with, the NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX).

4. Geographic Area to be served:

The Contractor shall provide and ensure delivery of the services listed in Paragraph 5 below to all eligible persons in the towns/cities listed in Geographic Area Exhibit A-1. Nothing in this Agreement shall be construed to limit the ability of the Contractor to provide said services to other eligible persons located in a town/city not listed in Exhibit A-1 when the Department requests the contractor to do so or when the contractor receives approval by the Department.

5. Services Provided in this Agreement

5.1. The Contractor will provide the services denoted by an "x" in 5.3 Services Table below, to the population defined in Paragraph 3 above.

5.2. The Contractor will provide the services denoted by an "x" in 5.3 Services Table below, in accordance with that service's applicable laws, rules, regulations, and terms and conditions in this Agreement.

5.3 Services Table			
	Home Delivered Meals Services	Congregate Meals Services	Transportation Services
Program:			
Title III	x	x	x
Title XX	x	na	na

NA means that service is not applicable to this contract.

Contractors Initials: CAH
Date: 4/29/15

6. Service descriptions

6.1. Home-Delivered Meals (funded through Titles III and XX) are delivered to a client at his/her home. A client must be homebound and unable to prepare his/her own meals. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the client including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. Providers Contractors must ensure assure that a visual contact is made with each client in his/her home on each day that meals are delivered as an assurance of the individual's safety, with the exception of meals designated as emergency meals or frozen meals which are delivered to clients in advance of anticipated inclement weather conditions or other adverse conditions.

6.2. Home Delivered Meals funded by Title XX shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX) incorporated by reference into this Agreement.

6.3. Home Delivered Meals funded by Title III shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.

6.4. The Contractor agrees to perform the following: receive inquiries and applications; determine eligibility; notify applicants of eligibility; maintain records for each recipient; train staff and volunteers; monitor and evaluate services; maintain financial records; submit reports as requested to the Bureau of Elderly and Adult Services.

6.5. Congregate Meals (Community Dining) (funded through Title III) are provided in community settings, where individuals travel to a designated site to share a meal with other individuals. Advance registration is not required, and individuals register when arriving at the meal site. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the individual including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. The Contractor shall, within 10 days of the contract effective date submit for Department approval their congregate meal site information.

6.6. Congregate Meals funded by Title III shall be provided according to the rules and policies of the Bureau of Elderly and Adult Services (BEAS), including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older Americans Act of 1965 as amended, incorporated by reference into this Agreement.

6.7. Transportation (funded through Title III) provides transport in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization. Title III Transportation services do not include pleasure excursions that charge individuals a fee for participation.

Contractors Initials: [signature]
Date: 4/29/15

6.8. Transportation services funded by Title III shall be provided according to the rules and policies of BEAS, including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.

6.9. Transportation providers must be in compliance with all applicable Federal and State Department of Transportation and Department of Safety regulations. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500 and inspected in accordance with NH Administrative Rule Saf-C 3200. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing and NH Administrative Rule Saf-C 1800 Commercial drivers licensing, as applicable.

7. Service Compliance Requirements

7.1. Access to Services

7.1.1. Individuals access the services described in this contract through one of two ways. They may apply directly for services to the contractor or be referred to the contractor by the Adult Protective Services Program as a result of a substantiated report of neglect, abuse, or exploitation.

7.1.1.1. Client directly applies for services: The Contractor shall determine eligibility for these services in accordance with the rules and requirements of the Title III and Title XX Programs. The contractor shall determine the eligibility of the individual; and with the exception of Congregate Meals and Transportation, provide written notice of eligibility within 45 days from the date eligibility was determined, indicate what services are to be provided and their frequency, and indicate the beginning and end dates for individual's period of eligibility.

7.1.1.2. Client referred by Adult Protective Services (APS): The contractor does not take an application, determine or redetermine the client's eligibility or issue notifications. The client's case will be managed by the APS staff. The referral will a protective services plan that the APS worker puts into place to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, or exploitation.

7.2. Client Application/Request for Services

The Contractor shall complete an intake and application for services, in accordance with New Hampshire Administrative Rule He-E 500. Title XX Home-Delivered contractors shall use Form 3000 Application provided by DHHS. Title III Home-Delivered Meals contractors may use Form 3000 or a form of their own that includes the same information as the Form 3000. Congregate meals and transportation do not require an application per se but require participants to sign up for the service as a way to request the service. The Contractor submits these signature lists as verification that the service was provided.

7.3. Client Eligibility

7.3.1. The Contractor shall determine eligibility for services and shall be in compliance with both Title III and Title XX requirements regarding eligibility determination, notice of eligibility and the individual's period of eligibility as applicable.

7.3.2. In order for clients to be eligible to receive home-delivered meals through both Title III and Title XX, the client needs to demonstrate that he or she cannot prepare meals and that the individual is:

7.3.2.1. Homebound; or

7.3.2.2. Temporarily homebound due to recovery from illness or injury.

7.3.2.3. In order for clients to be eligible to receive congregate meals and transportation, they must be age 60 or older. They must sign up for these services prior to

receiving them. A written application is not required. Individuals who are less than 60 years of age may receive congregate meals if they are:

(1) The spouses of individuals who accompany them to the meal site;

(2) Individuals providing volunteer services at the congregate meal site during meal hours;

(3) Individuals with disabilities who reside at home with an individual who is receiving Title III services; and

(4) Individuals with disabilities under the age of 60 who are not older individuals, but who reside in housing facilities occupied by older individuals where congregate meals are provided.

7.3.3. Eligibility determination

The Contractor shall submit its policies and procedures for client eligibility determination for services to DHHS for review and approval, within 30 days of the start of each State Fiscal Year.

For Home Delivered Meals:
The Contractor shall provide a written notice of the eligibility decision, for individuals determined to be eligible to receive services, to the individual as soon as possible, but no later than 45 calendar days from the date of determination. This notice shall include:
1)The services to be provided, and when;
2)The eligibility period; and
3)Contact information for the contractor.

If the client is determined to not be eligible for service(s), the notice shall include:
1)The reason(s) for the denial;
2)A statement regarding the right of the individual or his or her authorized representative to request an informal resolution or appeal of the eligibility determination decision.
3)Contact information for requesting an appeal.

7.3.4. Redetermination of Service Eligibility.

The Contractor shall submit its policies and procedures for client eligibility redetermination for services to DHHS for review and approval, within 30 days of start of each State Fiscal Year.

For Home Delivered Meals:
1)The Contractor shall review the individual's service record annually while services are being provided. The review shall be completed within 30 days prior to the anniversary date on which eligibility began.
2)The Contractor shall make a decision to re-certify or terminate the individual's services based on the requirements contained in Title III and Title XX administrative rules and document the decision by making a notation in the individuals' service record.

7.3.5. Termination of Services.

Services shall be terminated when:
1)The individual or his or her authorized representative requests that the services be terminated;
2)The individual no longer meets the eligibility requirements for services;
3)Funding by the State for the service(s) is no longer available;
4)The individual did not reapply for services as required by program rules;
5)The individual has been admitted to a nursing home or residential care facility; or

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6)The individual is deceased.

7.3.6. Service Authorizations for Eligible Clients.
Once the client has been determined eligible to receive home delivered meals and congregate meals services, the contractor shall obtain a service authorization from DHHS in order to be reimbursed from this contract for allowable costs in providing services to that client. Transportation services do not require service authorizations.

7.3.6.1. The Contractor shall submit a completed Form 3502 "Contract Service Authorization-New Authorization" for each client who has been determined eligible to receive home delivered and/or congregate meals services. More than one service may be included on a Form 3502. The completed Form 3502 shall be submitted to:

Bureau of Data Management
129 Pleasant Street
Concord, NH 03301

7.4. Client Assessments

The contractor shall assess the individual's needs and develop written service plans, keep written progress notes; and monitor and adjust service plans to meet the individual's needs in accordance with NH Administrative Rule 500.

7.5. Person centered provision of services

The Contractor agrees to incorporate into its agency's functions, policies, staff-client interactions and in the provision of all services in this Agreement the following Guiding Principles for Person-Centered Planning Philosophy:

7.5.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
- 7.5.1.1. Individual's wishes, values, and beliefs are considered and respected.
- 7.5.1.2. Individual is listened to; needs and concerns are addressed.
- 7.5.1.3. Individual receives the information he/she needs to make informed decisions.

7.5.2. Planning is responsive to the individual. His or her preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.

7.5.3. Services are designed, scheduled, and delivered to best meet the needs and preferences of the individual.

7.5.4. The system is committed to excellence and quality improvement:

7.5.5. Individual rights are affirmed and protected.

7.5.6. Individuals are protected from exploitation, abuse, and neglect.

7.5.7. The service system is accessible, responsive, and accountable to the individual.

7.5.8. Person-centered planning may be incorporated into existing service plans or documents already being used by the contractor.

7.6. Staffing

The Contractor agrees to adhere to the following staffing requirements:

7.6.1. Provide sufficient staff to perform all tasks specified in this Agreement. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients and geographic area as identified in this Agreement.

7.6.2. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their

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respective positions. This includes keeping up-to-date personnel and training records and documentation of all individuals requiring licenses and/or certifications. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to DHHS within thirty days of approval of the Contract Agreement. The plan shall include but not be limited to:

7.6.3. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;
7.6.4. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;
7.6.5. A description of time frames necessary for obtaining staff replacements;
7.6.6. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience; and
7.6.7. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

7.7. Service Delivery Verification

The following are the performance measure reporting requirements for each service identified in Section 1.

1) Eligibility:
   a) The number of applications for home delivered meals and the number of requests for congregate meals and transportation and
      i) The number and percent of applicants found eligible for each service; and
      ii) The number and percent of applicants found ineligible for each service.
      The contractor will indicate the reasons applicants were found ineligible and what quality improvement activities are to be initiated to address concerns about eligibility.

2) Quality and Appropriateness:
   a) Plans of Care: For home delivered meals the number and percent of individuals' plans of care contain evidence of person-centered planning
      i) The number and percent of individuals who have experienced a safety-related incident or accident which occurs during times of face-to-face contact with the client(s); The number and percent of individuals for whom a report to Adult Protective Services was made.
   b) Experience: The number and percent of individuals surveyed (via telephone, mail, e-mail, or face-to-face) who report their experiences with their services and providers have been satisfactory or better.
   c) The contractor will indicate the reasons why:
      i) For home delivered meals, applicants' plans of care did not include evidence of person-centered planning;
      ii) Applicants experienced safety-related incidents which occurs during times of face-to-face contact with the client(s); Applicants were referred to Adult Protective Services; and
      iii) The number and percent of individuals surveyed who reported their experiences with their services and providers were not satisfactory or better.
   d) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about the quality and appropriateness of care.

3) The Contractor must survey a sample of participants for each contracted service and provide their survey methodology, in writing, to BEAS.
4) Service Delivery
   a) The number of open cases at the end of each reporting period, and
      i) The number and percent of days individuals did not receive a planned service(s) due to the service(s) not being available due to inadequate staffing or other related provider issue or due to lack of transportation, etc.

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b) The Contractor will indicate the reasons applicants did not receive their planned services.
c) The Contractor will describe the quality improvement activities to be initiated to address identified concerns about service delivery.

7.8. Reporting Requirements:

7.8. Reporting Requirements:
The Contractor shall complete quarterly reports on a pre-defined electronic form provided by the Department. Quarterly is defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30. The Contractor shall submit the quarterly reports to the Department by October 15, January 15, April 15, and July 15 as applicable to each State Fiscal Year in the contract period. The data will include, but not be limited to the following:

- Expenses by program service provided. Service is defined as Home Delivered Meals, Congregate Meals & Transportation;
- Revenue, by program service provided, by funding source;
- Actual Units served, by program service provided, by funding source;
- Number of unduplicated clients served, by service provided, by funding source;
- Number of Title III and Title XX clients served with non-BEAS funds;
- Unmet need/waiting list; and
- Lengths of time clients are on a waiting list.

In addition, the Contractor shall complete the Home-Delivered Data Form and the Transportation Data Form provided by the Department. The Contractor shall submit the Forms to the Department by January 31 and July 31 as applicable to each State Fiscal Year in the contract period. The data will include, but not be limited to the following:

For home-delivered meals:

- the number of meals served by client and by town;
- the number of meals served in the aggregate; and
- the number of miles related to the delivery of meals in the aggregate.

For transportation:

- the number of clients served by town and in the aggregate;
- the number of miles in the aggregate;
- the nature of the transportation. Nature is defined as medical appointment, shopping, etc...; and
- the occupancy rate per vehicle.

7.9. Client Fees and Donations

7.9.1.Title III Services

Except as provided in paragraph 7.9.3, the NH Administrative Rule He-E 502.12 allows Title III contractors to ask individuals receiving services for a voluntary donation towards the cost of the service and provides guidance for requesting donations. The donation is to be purely voluntary, and no one can be refused services if they are unable or unwilling to donate.

The Contractor is required to report the total amount of collected donations on the quarterly report sent to BEAS Finance.

7.9.2.Title XX Services

The Contractor may charge fees to individuals receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to individuals seeking services. The Contractor shall comply with the New Hampshire Administrative Rule He-E 501 when establishing and charging fees to individuals. In

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addition, the Contractor is required to report on the total amount of fees/income received for Title XX Services on the quarterly report sent to BEAS Finance.

7.9.2.1. The Contractor providing Title XX services may charge fees to clients, referred by APS staff, for whom reports of abuse, neglect, self-neglect and/or exploitation have not been founded. The Contractor is required to include the total amount of fees/income received for Title XX services, referred by APS staff, with the total amount of fees/income reported for Title XX Services, listed above, on the quarterly report sent to BEAS Finance.

7.9.3. Adult Protective Services

Under RSA 161-F: 42 et seq. BEAS provides protective services to incapacitated adults to prevent neglect, abuse or exploitation. When BEAS determines that an individual needs protective services as described in the Adult Protection Program NH Administrative Rules (He-E 700), the Contractor agrees that the payment received from BEAS for the specified services is payment in full for those services, and the provider agrees to refrain from making any attempt to secure additional reimbursement of any type from the individual for those services. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons in need of protective services.

7.9.3.2. Agencies providing Title III and/or Title XX services may not charge fees or ask donations from clients referred by the DHHS Adult Protective Services (APS) Program as long as these individuals remain active recipients of adult protective services as verified by Adult Protective Services staff.

7.10. Adult Protective Services

The Contractor will report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law.
The Contractor shall make a good faith effort to assure the provision of some level of services to those persons who the Department refers to the contracted agency and identifies the client in in need of protective services.
The Contractor shall follow the plan of care established by the APS social worker.
The contractor is expected to inform the referring APS staff of any changes in the individual's situation or other concerns, and the APS staffs are expected to inform the contractor of any information that may affect service provision.

7.11. E-Studio Electronic Information System

The Contractor shall be required to use BEAS' E-Studio electronic information system. E-Studio is BEAS' primary vehicle for uploading important information concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information. Contractor shall identify all of the key personnel who need to have E-Studio accounts to ensure that information from BEAS can be shared with the necessary agency staff. There is no cost to the contractor for BEAS to create an E-Studio account and no limit on the number of staff an agency identifies to have access to E-Studio. Contractor shall ensure that their E-Studio account(s) are kept current and that BEAS is notified when a staff member is no longer working in the program so his/her account can be terminated.

7.12. Criminal Background and Adult Protective Service Registry Checks

The contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services are required to complete a BEAS State Registry check before the staff member or volunteer begins providing services. In addition, all agency staff must undergo a NH Criminal Records Background check.

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7.12.1. Contractor shall conduct a New Hampshire criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact.

7.12.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49, which require the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry.

7.13. Grievance and Appeals

The Contractor must maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and staff. The Contractor shall have grievance system in place that includes a grievance process and any grievances filed are to be available to DHHS upon request. At a minimum the process shall include the following:

a) Client name,
b) type of service,
c) date of written grievance,
d) nature/subject of the grievance,
e) who in the agency reconsiders agency decisions,
f) what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.

7.14. Privacy and Security of Client Information

DHHS is the designated owner of all data and shall approve all access to that data. The Contractor shall not have ownership of State data at any time. The Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law. Privacy policy statements may be developed and amended from time to time by the State and will be appropriately displayed on the State portal. The Contractor shall provide sufficient security to protect the State and DHHS data in network, transit, storage and cache. In the event of breach, the contractor shall notify the Department within one day from the date of breach.

7.15. Culturally and Linguistically Appropriate Standards of Care

The Contractor shall ensure equal access to quality services under this contract by providing culturally and linguistically appropriate services according to the following guidelines:

- Assess the ethnic/cultural needs, resources and assets of their community.
- Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment or to those with disabilities.
- When feasible and appropriate, provide clients of minimal English skills with interpretation services.
- Offer clients a forum through which they have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may require a response.
- When feasible and appropriate, identify communication access needs for clients who may be deaf or hard of hearing, and/or have vision or speech impairment and develop an individual communication plan for clients to receive services.

7.16. Wait Lists

7.16.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. The contract agency shall maintain a wait list in accordance with NH Administrative Rules He-E 501 and 502 when funding or resources are not available to provide the requested services. A wait list includes at a minimum:

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a) Each contract agency shall include the following information on its wait list:
   i) The individual's full name and date of birth;
   ii) The name of the service being requested;
   iii) The date upon which the individual applied for services which shall be the date the application was receive by the contract agency or BEAS;
   iv) The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
   v) The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services;
   vi) The individual's assigned priority on the wait list, determined in accordance with (b) below;
   vii) A brief description of the individual's circumstances and the services he or she needs.
b) The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
   i) Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
   ii) Declining mental or physical health of the caregiver;
   iii) Declining mental or physical health of the individual;
   iv) Individual has no respite services while living with a caregiver; and
   v) Length of time on the wait list.
   vi) When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.
   vii) Individuals who are being served under protective services RSA 161-F: 42-57 shall be given priority status on the waitlist and in accordance with He-E 501.14 (f) and He-E 502.13.
   viii) Individuals with adult protective needs in accordance with RSA 161-F: 42-57 shall be exempt from the wait list.
c) When an individual is placed on the wait list, the contract agency shall notify the individual in writing
d) The wait list must be maintained during the contract period and available to BEAS upon request.

7.17. Notice of Failure to meet Service Obligations

1) In the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date, the Contractor shall give at least a ninety (90) day prior written notice addressed to the Bureau Director, Bureau of Elderly and Adult Services, of such in ability to meet service obligations.
2) Examples of failure to meet service obligations may include, but are not limited to:
   a) Reducing hours of operation
   b) Changing a geographic service area
   c) Closing or opening a site
3) The written notification shall include the following:
   a) The reasons for the inability to deliver services;
   b) How service recipients and the community will be impacted if the contractor is unable to provide services
   c) How service recipients and the community will be notified; and
   d) The Contractor's plan to transition clients into other services or refer the clients to other agencies.
4) The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:
   a) Service(s) are terminated or planned to be terminated prior to the termination date of the contract;

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b) The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State;
c) The Contractor terminates a services or services for any reason;
d) The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

7.18. Transition Process

The Contractor shall have a transition process for clients in the event that they maybe transitioned between DHHS contracted providers and shall submit their written transition process to DHHS within thirty days of approval of the Contract Agreement. The process shall ensure

a) Uninterrupted delivery of services for clients;
b) A method of notifying clients and/or the community about the transition. A staff member shall be available to address questions about the transition.

7.19. Compliance with Laws and Regulations

Services and Administration of the program services shall be provided in accordance with the applicable federal and state laws, Title III and Title XX rules, policies and regulations adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.

7.20. Contract Monitoring

The Contractor shall:

7.20.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.

7.20.2. Ensure the Department is provided with access that includes but is not limited to:

a) Data
b) Financial records
c) Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
d) Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
e) Scheduled phone access to Contractor principals and staff
f) Timely unscheduled phone response by Contractor principals and staff.

7.21. Financial Integrity Maintenance

7.21.1. Financial Reporting Requirements: In addition to the requirement for the Contractor to provide annual audited financial statements, the Contractor will provide to the State quarterly interim Balance Sheet and Profit and Loss Statements for the Contractor including separate statements for related parties. Quarterly is defined as the period of July 1 to September 30, October 1 to December 31, and January 1 to March 31, and April 1 to June 30. The Contractor shall submit the quarterly statements to the Department by October 31, January 31, April 31, and July 31 as applicable to each State Fiscal Year in the contract period. All statements must be certified by an officer of the reporting entity.

7.21.2. Corrective Action and or Termination: If after review of the contractor submitted information, and based on the following risk assessment, the State at its sole discretion, the State may:

1. Require a corrective action plan for identified deficiencies, or
2. Terminate the contract for reasons of risk to continued operation, services, or deliverables as required by the terms of the contract.

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7.21.3. Absence of Risk Conditional Termination: This section does not negate any rights the State may have relative to the contract.

7.21.4. Risk Assessment Process:
The State will analyze the financial information provided by Contractor. Such analysis will include calculation of the ratios set forth in Table A. The weighted average of the ratios is used to calculate a risk score as follows:

- Low Risk 70% and Above
- Moderate Risk From 26% to 69%
- High Risk 25% and Below

7.21.5. Weighted Average: The process for the scoring is

1. Calculate the individual ratio for the Contractor
2. Divide Contractor ratio by the benchmark to determine percentage above or below benchmark
3. Multiply Contractor percentage by "Percentage Weight of Risk Score"
4. Add the scores for the ratios as determined for each ratio in Steps 1 to 3.

7.21.6. The State will provide, upon request, the Risk calculations for the Contractor.

Table A - Risk Analysis Assessment Ratios Matrix

Category	*Name of Ratio*	*Description*	*How it is Calculated*	*What the Ratio Measures*	*Benchmark*	*Percentage of Total Risk Assessment*
Liquidity	Current Ratio	This ratio compares the Current Assets with the Current Liabilities.	CURRENT ASSETS / CURRENT LIABILITIES	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a ratio, and represents 15% of the total risk assessment value.	1.0:1	10.0%
Liquidity	Days Expense in Working Capital	This ratio calculates the number of day's expense that the working capital can support.	(CURRENT ASSETS - CURRENT LIAB) / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed in "number of days" and represents 15% of the total risk assessment value.	30	10.0%

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Table A - Risk Analysis Assessment Ratios Matrix						
Category	***Name of Ratio***	***Description***	***How it is Calculated***	***What the Ratio Measures***	***Benchmark***	***Percentage of Total Risk Assessment***
Liquidity	Days of Revenue In Accounts Receivable	This ratio calculates the number of days of revenue that are in accounts receivable.	(ACCOUNTS RECEIVABLE) / (REVENUE/365)	This ratio measures the performance of the accounts receivable function and the timeliness of revenue collection. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in days.	30	10.0%
Operating Results	Return on Equity	This ratio is a representation of the increase or decrease in net assets from the prior year.	INCREASE IN NET ASSETS / NET ASSETS	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Operating Results	Operation Income to Revenue	This ratio compares the current year's operating income with the current year's revenue.	OPERATING INCOME / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	3%	10.0%

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Table A - Risk Analysis Assessment Ratios Matrix						
Category	***Name of Ratio***	***Description***	***How it is Calculated***	***What the Ratio Measures***	***Benchmark***	***Percentage of Total Risk Assessment***
Operating Results	Cash Flow % of Revenue	This ratio calculates the company's cash flow as a percentage of revenue.	(INCREASE IN NET ASSETS + DEPRECIATION) / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	2%	10.0%
Leverage	Debt to Equity	This ratio compares total debt to equity.	(TOTAL ASSETS - NET ASSETS)/NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a ratio and represents 5% of the total risk assessment value.	0.7:1	5.0%
Leverage	Long Term Debt to Equity	This ratio compares long term debt to equity.	LONG TERM DEBT / NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 5% of the total risk assessment value.	100%	5.0%
Leverage	Debt Ratio	This ratio compares total debt to total assets.	(TOTAL ASSETS - NET ASSETS)/TOTAL ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk	50%	10.0%

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Table A - Risk Analysis Assessment Ratios Matrix						
Category	***Name of Ratio***	***Description***	***How it is Calculated***	***What the Ratio Measures***	***Benchmark***	***Percentage of Total Risk Assessment***
				assessment value.		
Reserves	Cash Flow to Total Debt	This ratio compares cash flow to total debt.	(OP. SURPLUS + DEPRECIATION) / (TOTAL ASSETS - NET ASSETS)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Reserves	Days Expense in Available Net Assets	This ratio calculates the number of day's expense that the net assets of the company can support.	NET ASSETS / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in "number of days" and this represents 10% of the total risk assessment value.	90	10.0%
						100.0%

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Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions (Form P-37) of this Agreement in consideration for the Contractor's compliance with the terms and conditions of this Agreement and for the services provided by the Contractor pursuant to Exhibit A Amendment #1, Scope of Services.

2. The following terms and conditions detailed this Exhibit B Amendment #1 shall apply to all applicable services identified in Exhibit A Amendment #1, Paragraph 5, unless expressly stated otherwise.

3. The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A Amendment #1, Paragraph 5, according to the following reimbursement rates:

Reimbursement Rates	Unit Types
$4.85	Per Home Delivered Meal
$5.50	Per Congregate Meal
$8.75	Per Person per day for Transportation Services
$.30	Per mile

4. Payment for contracted services will be in accordance with Exhibit B-1, Exhibit B-2, Exhibit B-3 and Exhibit B-4.

5. The General provisions (Form P-37) Block 1.6 Account Numbers are as follows:

   - 05-95-48-481010-78720000-512-500352
   - 05-95-48-481010-78720000-541-500383
   - 05-95-48-481010-78720000-544-500386
   - 05-95-48-481010-92550000-544-500386

6. This Contract is funded with federal funds made available under the Catalog of Federal domestic Assistance (CFDA) #'s, for the provision of services pursuant to Exhibit A Amendment #1, Scope of Services as follows:

   - 93.044 United States Department of Health and Human Services, Administration for Community, Living Special Programs for the Aging- Title IIIB
   - 93.045 United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging- Title IIIC-1
   - 93.045 United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging- Title IIIC-2
   - 93.667 United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant- Title XX

   6.1. The Contractor agrees to provide the services in Exhibit A Amendment #1, Scope of Services in compliance with funding requirements.

Contractor Initials
Date 4/29/13

7. Notwithstanding paragraph 18 of the General Provisions (Form P-37), an amendment limited to the terms of Exhibit B-1, Exhibit B-2, Exhibit B-3 and Exhibit B-4 to transfer the amount of units from one service to another can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

8. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT).

9. The DHHS may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in accordance with the requirements and scope of services in Exhibit A Amendment #1; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.

10. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of required reports, or Contractor Site Review Reports, the State may review all units served to clients and number of miles per client incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any units served to clients and number of miles per client incurred that are not determined to be allowable or are determined to be served to ineligible clients and shall, by written notice specifying the disallowed costs, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs.

11. Form Submission:
Prior to submittal of an invoice for the following Title III funded services: Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

Prior to submittal of an invoice for Title XX Meals the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.

12. Invoice Submission:
12.1. Meals
Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual meals served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.
Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual meals served during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Contractor Initials CAH
Date 4/29/15

A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.

12.1.1. Meals Mileage

Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Contract Service Authorization Form (#3502) and Meal and Mileage Invoices shall be sent to:
NH Department of Health and Human Services
Data Management Unit
129 Pleasant St, P.O. Box 2000
Concord, NH 03301

12.2. Title III Transportation:

The Contractor shall complete and submit a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served (unit being per client, per day) during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit. In addition, the Contractor shall complete a monthly transportation form. The form will be a predefined electronic form supplied by DHHS.

12.2.1. Title III Transportation Mileage

The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title III Transportation and Mileage invoices and the monthly transportation form shall be submitted to:
Financial Management
DHHS Bureau of Elderly and Adult Services
129 Pleasant St, Brown Building
Concord NH 03301

Contractor Initials AAH
Date 4/29/15

12.3. Contractor will have forty-five (45) days from the end of the contract period to submit final invoices to the Department for payment. Any adjustments made to a prior invoice, during these forty-five (45) days, will need to be accompanied by supporting documentation.

12.4. The DHHS will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.

12.5. The Contractor shall submit to DHHS the subcontractor's budget for review and approval. The Contractor shall submit to DHHS copies of their subcontractor's invoices for actual units served to clients and number of miles per client that support the requests for reimbursement, upon DHHS request.

Contractor Initials CAH
Date 4/29/15

Contractor Name:	Newport Senior Center, Inc.

Period:	7/1/15-6/30/16			7/1/16-9/30/16		
Funding Source and Service	Projected Number of Units	Projected Number of Miles	Total Maximum Amount Allowed by Funding Source	Projected Number of Units	Projected Number of Miles	Total Maximum Amount Allowed by Funding Source
Title III C-1 Congregate Meals	30,523		$167,876.50	7,631		$41,970.50
Title III C-2 Home Delivered Meals	53,502	37,600	$270,764.70	13,376	9,400	$67,693.60
Title IIIB Transportation	8,421	12,607	$77,465.85	2,105	3,152	$19,364.35
Title XX Home Delivered Meals	58,064	40,730	$293,829.40	14,516	10,183	$73,457.50

Contractors Initials: CAH
Date: 4/29/15

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS
As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

Contractor Initials CAH
Date 4/29/15

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Newport Senior Center, Inc.

4/29/15
Date

Carol A Hammond
Name:
Title: President

FORM NUMBER P-37 (version 1/09)

Subject: Nutrition and Transportation Services

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		**1.2 State Agency Address** 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Newport Senior Center, Inc.		**1.4 Contractor Address** 76 South Main Street Newport, NH 03773	
1.5 Contractor Phone Number (603) 863-5139	**1.6 Account Number** See Exhibit B	**1.7 Completion Date** June 30, 2015	**1.8 Price Limitation** $809,936.45
1.9 Contracting Officer for State Agency Mary Maggioncalda		**1.10 State Agency Telephone Number** 603-271-9096	
1.11 Contractor Signature Joan F. Willey		**1.12 Name and Title of Contractor Signatory** Joan F. Willey	

1.13 Acknowledgement: State of NH, County of Sullivan

On May 16, 2014, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal]

WENDY A. CALLUM
Notary Public - New Hampshire
My Commission Expires June 8, 2016

1.13.2 Name and Title of Notary or Justice of the Peace

Wendy A. Callum, Notary Public

1.14 State Agency Signature Sheri L Rockburn	**1.15 Name and Title of State Agency Signatory** Sheri Rockburn Director
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:	Director, On:
1.17 Approval by the Attorney General (Form, Substance and Execution) By: M. K. Brown	On: 5/28/14
1.18 Approval by the Governor and Executive Council By:	On:

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

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8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $2,000,000 per occurrence; and
14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

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certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

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Scope of Services

1. Purpose:

The contractor shall provide services in this contract to assist eligible people to live as independently as possible in safety and with dignity.

1.1. The services in this contract are intended for individuals who are not already receiving the same or similar services through one of DHHS' Medicaid Waiver Programs, who are eligible for other NH Medicaid services or who are receiving the same or similar services through the Veterans' Administration.

2. Contract Period:

The commencement date of this contract shall be effective July 1, 2014 or the date of G& C approval, whichever is later. The completion of this contract shall be June 30, 2015.

3. Population:

Services are for individuals who reside in independent living settings and who meet the eligibility criteria as follows:

3.1. Title III

Individuals who are age 60 and older and with the most economic or social needs as described in:

- Older Americans Act as amended, Section 305,(a)(2)(E) and
- Title III Older Americans Act Services: Title IIB- Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, and Title IIID- Disease Prevention and Health Promotion Services, NH Administrative Rule He-E 502.

3.2. Title XX 42 USC §1397 et seq.

Individuals who are age 60 and older or ages 18-59 who have a chronic illness or disability, and a maximum monthly income of $1,194 for calendar year 2014 as described in:

- The Social Services Block Grant (Title XX), NH Administrative Rule He-E 501.

4. Geographic Area to be served:

The Contractor shall provide and ensure delivery of the services listed in Paragraph 5 below to all eligible persons in the towns/cities listed in Geographic Area Exhibit A-1. Nothing in this Agreement shall be construed to limit the ability of the Contractor to provide said services to other eligible persons located in a town/city not listed in Exhibit A-1 when the Department requests the contractor to do so or when the contractor receives approval by the Department.

5. Services Provided in this Agreement

	Services		
	Home Delivered Meals Services	Congregate Meals Services	Transportation Services
Program:			
Title III	x	x	x
Title XX	x	na	na

An "x" denotes that the Contractor shall provide that service to eligible individuals in accordance with all applicable laws, rules, regulations and terms and conditions of this Agreement.

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6. Service descriptions

6.1. Home-Delivered Meals (funded through Titles III and XX) are delivered to a client at his/her home. A client must be homebound and unable to prepare his/her own meals. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the client including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. Providers Contractors must ensure assure that a visual contact is made with each client in his/her home on each day that meals are delivered as an assurance of the individual's safety, with the exception of meals designated as emergency meals or frozen meals which are delivered to clients in advance of anticipated inclement weather conditions or other adverse conditions.

6.2. Home Delivered Meals funded by Title XX shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX) incorporated by reference into this Agreement.

6.3. Home Delivered Meals funded by Title III shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.

6.4. The Contractor agrees to perform the following: receive inquiries and applications; determine eligibility; notify applicants of eligibility; maintain records for each recipient; train staff and volunteers; monitor and evaluate services; maintain financial records; submit reports as requested to the Bureau of Elderly and Adult Services.

6.5. Congregate Meals (Community Dining) (funded through Title III) are provided in community settings, where individuals travel to a designated site to share a meal with other individuals. Advance registration is not required, and individuals register when arriving at the meal site. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the individual including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. The Contractor shall provide congregate meals at the locations, hours, and days identified in Exhibit A-2.

6.6. Congregate Meals funded by Title III shall be provided according to the rules and policies of the Bureau of Elderly and Adult Services (BEAS), including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older Americans Act of 1965 as amended, incorporated by reference into this Agreement.

6.7. Transportation (funded through Title III) provides transport in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization. Title III Transportation services do not include pleasure excursions that charge individuals a fee for participation.

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6.8. Transportation services funded by Title III shall be provided according to the rules and policies of BEAS, including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.

6.9. Transportation providers must be in compliance with all applicable Federal and State Department of Transportation and Department of Safety regulations. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500 and inspected in accordance with NH Administrative Rule Saf-C 3200. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing and NH Administrative Rule Saf-C 1800 Commercial drivers licensing, as applicable.

7. Service Compliance Requirements

7.1. Access to Services

7.1.1. Individuals access the services described in this contract through one of two ways. They may apply directly for services to the contractor or be referred to the contractor by the Adult Protective Services Program as a result of a substantiated report of neglect, abuse, or exploitation.

7.1.1.1. Client directly applies for services: The Contractor shall determine eligibility for these services in accordance with the rules and requirements of the Title III and Title XX Programs. The contractor shall determine the eligibility of the individual; and with the exception of Congregate Meals and Transportation, provide written notice of eligibility within 45 days from the date eligibility was determined, indicate what services are to be provided and their frequency, and indicate the beginning and end dates for individual's period of eligibility.

7.1.1.2. Client referred by Adult Protective Services (APS): The contractor does not take an application, determine or redetermine the client's eligibility or issue notifications. The client's case will be managed by the APS staff. The referral will a protective services plan that the APS worker puts into place to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, or exploitation.

7.2. Client Application/Request for Services

The Contractor shall complete an intake and application for services, in accordance with New Hampshire Administrative Rule He-E 500. Title XX Home-Delivered contractors shall use Form 3000 Application provided by DHHS. Title III Home-Delivered Meals contractors may use Form 3000 or a form of their own that includes the same information as the Form 3000. Congregate meals and transportation do not require an application per se but require participants to sign up for the service as a way to request the service. The Contractor submits these signature lists as verification that the service was provided.

7.3. Client Eligibility

7.3.1. The Contractor shall determine eligibility for services and shall be in compliance with both Title III and Title XX requirements regarding eligibility determination, notice of eligibility and the individual's period of eligibility as applicable.

7.3.2. In order for clients to be eligible to receive home-delivered meals through both Title III and Title XX, the client needs to demonstrate that he or she cannot prepare meals and that the individual is:

7.3.2.1. Homebound; or

7.3.2.2. Temporarily homebound due to recovery from illness or injury.

7.3.2.3. In order for clients to be eligible to receive congregate meals and transportation, they must be age 60 or older. They must sign up for these services prior to

receiving them. A written application is not required. Individuals who are less than 60 years of age may receive congregate meals if they are:

(1) The spouses of individuals who accompany them to the meal site;

(2) Individuals providing volunteer services at the congregate meal site during meal hours;

(3) Individuals with disabilities who reside at home with an individual who is receiving Title III services; and

(4) Individuals with disabilities under the age of 60 who are not older individuals, but who reside in housing facilities occupied by older individuals where congregate meals are provided.

7.3.3. Eligibility determination

The Contractor shall submit its policies and procedures for client eligibility determination for services to DHHS for review and approval, within 30 days of the start of each State Fiscal Year.

For Home Delivered Meals:
The Contractor shall provide a written notice of the eligibility decision, for individuals determined to be eligible to receive services, to the individual as soon as possible, but no later than 45 calendar days from the date of determination. This notice shall include:
1)The services to be provided, and when;
2)The eligibility period; and
3)Contact information for the contractor.

If the client is determined to not be eligible for service(s), the notice shall include:
1)The reason(s) for the denial;
2)A statement regarding the right of the individual or his or her authorized representative to request an informal resolution or appeal of the eligibility determination decision.
3)Contact information for requesting an appeal.

7.3.4. Redetermination of Service Eligibility.

The Contractor shall submit its policies and procedures for client eligibility redetermination for services to DHHS for review and approval, within 30 days of start of each State Fiscal Year.

For Home Delivered Meals:
1)The Contractor shall review the individual's service record annually while services are being provided. The review shall be completed within 30 days prior to the anniversary date on which eligibility began.
2)The Contractor shall make a decision to re-certify or terminate the individual's services based on the requirements contained in Title III and Title XX administrative rules and document the decision by making a notation in the individuals' service record.

7.3.5. Termination of Services.

Services shall be terminated when:
1)The individual or his or her authorized representative requests that the services be terminated;
2)The individual no longer meets the eligibility requirements for services;
3)Funding by the State for the service(s) is no longer available;
4)The individual did not reapply for services as required by program rules;
5)The individual has been admitted to a nursing home or residential care facility; or

6) The individual is deceased.

7.3.6. Service Authorizations for Eligible Clients.
Once the client has been determined eligible to receive home delivered meals and congregate meals services, the contractor shall obtain a service authorization from DHHS in order to be reimbursed from this contract for allowable costs in providing services to that client. Transportation services do not require service authorizations.

7.3.6.1. The Contractor shall submit a completed Form 3502 "Contract Service Authorization-New Authorization" for each client who has been determined eligible to receive home delivered and/or congregate meals services. More than one service may be included on a Form 3502. The completed Form 3502 shall be submitted to:

Bureau of Data Management
129 Pleasant Street
Concord, NH 03301

7.4. Client Assessments

The contractor shall assess the individual's needs and develop written service plans, keep written progress notes; and monitor and adjust service plans to meet the individual's needs in accordance with NH Administrative Rule 500.

7.5. Person centered provision of services

The Contractor agrees to incorporate into its agency's functions, policies, staff-client interactions and in the provision of all services in this Agreement the following Guiding Principles for Person-Centered Planning Philosophy:

7.5.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
- 7.5.1.1. Individual's wishes, values, and beliefs are considered and respected.
- 7.5.1.2. Individual is listened to; needs and concerns are addressed.
- 7.5.1.3. Individual receives the information he/she needs to make informed decisions.

7.5.2. Planning is responsive to the individual. His or her preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.

7.5.3. Services are designed, scheduled, and delivered to best meet the needs and preferences of the individual.

7.5.4. The system is committed to excellence and quality improvement:

7.5.5. Individual rights are affirmed and protected.

7.5.6. Individuals are protected from exploitation, abuse, and neglect.

7.5.7. The service system is accessible, responsive, and accountable to the individual.

7.5.8. Person-centered planning may be incorporated into existing service plans or documents already being used by the contractor.

7.6. Staffing

The Contractor agrees to adhere to the following staffing requirements:

7.6.1. Provide sufficient staff to perform all tasks specified in this Agreement. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients and geographic area as identified in this Agreement.

7.6.2. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their

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respective positions. This includes keeping up-to-date personnel and training records and documentation of all individuals requiring licenses and/or certifications. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to DHHS within thirty days of approval of the Contract Agreement. The plan shall include but not be limited to:

7.6.3. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;

7.6.4. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;

7.6.5. A description of time frames necessary for obtaining staff replacements;

7.6.6. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience; and

7.6.7. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

7.7. Service Delivery Verification

The following are the performance measure reporting requirements for each service identified in Section 1.

1) Eligibility:
   a) The number of applications for home delivered meals and the number of requests for congregate meals and transportation and
      i) The number and percent of applicants found eligible for each service; and
      ii) The number and percent of applicants found ineligible for each service.
      The contractor will indicate the reasons applicants were found ineligible and what quality improvement activity(ies) is/are to be initiated to address concerns about eligibility.

2) Quality and Appropriateness:
   a) Plans of Care: For home delivered meals the number and percent of individuals' plans of care contain evidence of person-centered planning
      i) The number and percent of individuals who have experienced a safety-related incident or accident which occurs during times of face-to-face contact with the client(s); The number and percent of individuals for whom a report to Adult Protective Services was made.
   b) Experience: The number and percent of individuals surveyed (via telephone, mail, e-mail, or face-to-face) who report their experiences with their services and providers have been satisfactory or better.
   c) The contractor will indicate the reasons why:
      i) For home delivered meals, applicants' plans of care did not include evidence of person-centered planning;
      ii) Applicants experienced safety-related incidents which occurs during times of face-to-face contact with the client(s); Applicants were referred to Adult Protective Services; and
      iii) The number and percent of individuals surveyed who reported their experiences with their services and providers were not satisfactory or better.
   d) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about the quality and appropriateness of care.

3) The Contractor must survey a sample of participants for each contracted service and provide their survey methodology, in writing, to BEAS.

4) Service Delivery
   a) The number of open cases at the end of each reporting period, and
      i) The number and percent of days individuals did not receive a planned service(s) due to the service(s) not being available due to inadequate staffing or other related provider issue or due to lack of transportation, etc.

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b) The Contractor will indicate the reasons applicants did not receive their planned services.
c) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about service delivery.

7.8. Reporting Requirements:

Contractors shall complete quarterly reports which will be a pre-defined electronic form supplied by DHHS. The report must be submitted by the 15th of the month following the quarter end. The data will include, but not be limited to the following:

- Expenses by program service provided. Service is defined as Home Delivered Meals, Congregate Meals & Transportation;
- Revenue, by program service provided, by funding source;
- Actual Units served, by program service provided, by funding source;
- Number of unduplicated clients served, by service provided, by funding source;
- Number of Title III and Title XX clients served with non-BEAS funds;
- Unmet need/waiting list; and,
- Lengths of time clients are on a waiting list.

In addition, the Contractor shall complete the Home-Delivered Data Form and the Transportation Data Form two (2) times per year. These forms will be due January 31, 2015 and July 31, 2015. The form will be a pre-defined electronic form supplied by DHHS. The data will include, but not be limited to the following:

For home-delivered meals:

- the number of meals served by client and by town;
- the number of meals served in the aggregate;
- the number of miles related to the delivery of meals in the aggregate.

For transportation:

- the number of clients served by town and in the aggregate;
- the number of miles in the aggregate;
- the nature of the transportation. Nature is defined as Medical appointment, shopping, etc...;
- the occupancy rate per vehicle.

7.9. Client Fees and Donations

7.9.1. Title III Services

Except as provided in paragraph 7.9.3, the NH Administrative Rule He-E 502.12 allows Title III contractors to ask individuals receiving services for a voluntary donation towards the cost of the service and provides guidance for requesting donations. The donation is to be purely voluntary, and no one can be refused services if they are unable or unwilling to donate.

The Contractor is required to report the total amount of collected donations on the quarterly report sent to BEAS Finance.

7.9.2. Title XX Services

The Contractor may charge fees to individuals receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to individuals seeking services. The Contractor shall comply with the New Hampshire Administrative Rule He-E 501 when establishing and charging fees to individuals. In addition, the Contractor is required to report on the total amount of fees/income received for Title XX Services on the quarterly report sent to BEAS Finance.

7.9.2.1. The Contractor providing Title XX services may charge fees to clients referred by APS staff for whom reports of abuse, neglect, self-neglect and/or exploitation have not been founded. The Contractor is required to include the total amount of fees/income received for Title XX services, referred by APS staff, with the total amount of fees/income reported for Title XX Services, listed above, on the quarterly report sent to BEAS Finance.

7.9.3. Adult Protective Services

Under RSA 161-F: 42 et seq. BEAS provides protective services to incapacitated adults to prevent neglect, abuse or exploitation. When BEAS determines that an individual needs protective services as described in the Adult Protection Program NH Administrative Rules (He-E 700), the Contractor agrees that the payment received from BEAS for the specified services is payment in full for those services, and the provider agrees to refrain from making any attempt to secure additional reimbursement of any type from the individual for those services. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons in need of protective services.

7.9.3.2. Agencies providing Title III and/or Title XX services may not charge fees or ask donations from clients referred by the DHHS Adult Protective Services (APS) Program as long as these individuals remain active recipients of adult protective services as verified by Adult Protective Services staff.

7.10. Adult Protective Services

The Contractor will report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law.
The Contractor shall make a good faith effort to assure the provision of some level of services to those persons who the Department refers to the contracted agency and identifies the client in in need of protective services.
The Contractor shall follow the plan of care established by the APS social worker.
The contractor is expected to inform the referring APS staff of any changes in the individual's situation or other concerns, and the APS staffs are expected to inform the contractor of any information that may affect service provision.

7.11. E-Studio Electronic Information System

The Contractor shall be required to use BEAS' E-Studio electronic information system. E-Studio is BEAS' primary vehicle for uploading important information concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information. Contractor shall identify all of the key personnel who need to have E-Studio accounts to ensure that information from BEAS can be shared with the necessary agency staff. There is no cost to the contractor for BEAS to create an E-Studio account and no limit on the number of staff an agency identifies to have access to E-Studio. Contractor shall ensure that their E-Studio account(s) are kept current and that BEAS is notified when a staff member is no longer working in the program so his/her account can be terminated.

7.12. Criminal Background and Adult Protective Service Registry Checks

The contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services are required to complete a BEAS State Registry check before the staff member or volunteer begins providing services. In addition, all agency staff must undergo a NH Criminal Records Background check.

7.12.1. Contractor shall conduct a New Hampshire criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact.

7.12.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49, which require the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry.

7.13. Grievance and Appeals

The Contractor must maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and staff. The Contractor shall have grievance system in place that includes a grievance process and any grievances filed are to be available to DHHS upon request. At a minimum the process shall include the following:

a) Client name,
b) type of service,
c) date of written grievance,
d) nature/subject of the grievance,
e) who in the agency reconsiders agency decisions,
f) what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.

7.14. Privacy and Security of Client Information

DHHS is the designated owner of all data and shall approve all access to that data. The Contractor shall not have ownership of State data at any time. The Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law. Privacy policy statements may be developed and amended from time to time by the State and will be appropriately displayed on the State portal. The Contractor shall provide sufficient security to protect the State and DHHS data in network, transit, storage and cache. In the event of breach, the contractor shall notify the Department within one day from the date of breach.

7.15. Culturally and Linguistically Appropriate Standards of Care

The Contractor shall ensure equal access to quality services under this contract by providing culturally and linguistically appropriate services according to the following guidelines:

- Assess the ethnic/cultural needs, resources and assets of their community.
- Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment or to those with disabilities.
- When feasible and appropriate, provide clients of minimal English skills with interpretation services.
- Offer clients a forum through which they have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may require a response.
- When feasible and appropriate, identify communication access needs for clients who may be deaf or hard of hearing, and/or have vision or speech impairment and develop an individual communication plan for clients to receive services.

7.16. Wait Lists

7.16.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. The contract agency shall maintain a wait list in accordance with NH Administrative Rules He-E 501 and 502 when funding or resources are not available to provide the requested services. A wait list includes at a minimum:

a) Each contract agency shall include the following information on its wait list:
   i) The individual's full name and date of birth;
   ii) The name of the service being requested;
   iii) The date upon which the individual applied for services which shall be the date the application was receive by the contract agency or BEAS;
   iv) The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
   v) The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services;
   vi) The individual's assigned priority on the wait list, determined in accordance with (b) below;
   vii) A brief description of the individual's circumstances and the services he or she needs.
b) The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
   i) Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
   ii) Declining mental or physical health of the caregiver;
   iii) Declining mental or physical health of the individual;
   iv) Individual has no respite services while living with a caregiver; and
   v) Length of time on the wait list.
   vi) When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.
   vii) Individuals who are being served under protective services RSA 161-F: 42-57 shall be given priority status on the waitlist and in accordance with He-E 501.14 (f) and He-E 502.13.
   viii) Individuals with adult protective needs in accordance with RSA 161-F: 42-57 shall be exempt from the wait list.
c) When an individual is placed on the wait list, the contract agency shall notify the individual in writing
d) The wait list must be maintained during the contract period and available to BEAS upon request.

7.17. Notice of Failure to meet Service Obligations

1) In the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date, the Contractor shall give at least a ninety (90) day prior written notice addressed to the Bureau Director, Bureau of Elderly and Adult Services, of such in ability to meet service obligations.
2) Examples of failure to meet service obligations may include, but are not limited to:
   a) Reducing hours of operation
   b) Changing a geographic service area
   c) Closing or opening a site
3) The written notification shall include the following:
   a) The reasons for the inability to deliver services;
   b) How service recipients and the community will be impacted if the contractor is unable to provide services
   c) How service recipients and the community will be notified; and
   d) The Contractor's plan to transition clients into other services or refer the clients to other agencies.
4) The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:
   a) Service(s) are terminated or planned to be terminated prior to the termination date of the contract;

b) The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State;
c) The Contractor terminates a services or services for any reason;
d) The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

7.18. Transition Process

The Contractor shall have a transition process for clients in the event that they maybe transitioned between DHHS contracted providers and shall submit their written transition process to DHHS within thirty days of approval of the Contract Agreement. The process shall ensure

a) Uninterrupted delivery of services for clients;
b) A method of notifying clients and/or the community about the transition. A staff member shall be available to address questions about the transition.

7.19. Compliance with Laws and Regulations

Services and Administration of the program services shall be provided in accordance with the applicable federal and state laws, Title III and Title XX rules, policies and regulations adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.

7.20. Contract Monitoring

The Contractor shall:

7.20.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.

7.20.2. Ensure the Department is provided with access that includes but is not limited to:

a) Data
b) Financial records
c) Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
d) Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
e) Scheduled phone access to Contractor principals and staff
f) Timely unscheduled phone response by Contractor principals and staff.

7.21. Financial Integrity Maintenance

7.21.1. Financial Reporting Requirements: In addition to the requirement for Contractor to provide annual audited financial statements, the Contractor agrees to provide quarterly to the State, interim Balance Sheet and Profit and Loss Statements for the Contractor to including separate statements for related parties. All statements must be certified by an officer of the reporting entity.

7.21.2. Corrective Action and or Termination: If after review of the contractor submitted information, and based on the following risk assessment, the State at its sole discretion, the State may:
1. Require a corrective action plan for identified deficiencies, or
2. Terminate the contract for reasons of risk to continued operation, services, or deliverables as required by the terms of the contract.

7.21.3. Absence of Risk Conditional Termination: This section does not negate any rights the State may have relative to the contract.

7.21.4. Risk Assessment Process:

The State will analyze the financial information provided by Contractor. Such analysis will include calculation of the ratios set forth in Table A. The weighted average of the ratios is used to calculate a risk score as follows:

- Low Risk 70% and Above
- Moderate Risk From 26% to 69%
- High Risk 25% and Below

7.21.5. Weighted Average: The process for the scoring is

1. Calculate the individual ratio for the Contractor
2. Divide Contractor ratio by the benchmark to determine percentage above or below benchmark
3. Multiply Contractor percentage by "Percentage Weight of Risk Score"
4. Add the scores for the ratios as determined for each ratio in Steps 1 to 3.

7.21.6. The State will provide, upon request, the Risk calculations for the Contractor.

Table A - Risk Analysis Assessment Ratios Matrix

Category	*Name of Ratio*	*Description*	*How it is Calculated*	*What the Ratio Measures*	*Benchmark*	*Percentage of Total Risk Assessment*
Liquidity	Current Ratio	This ratio compares the Current Assets with the Current Liabilities.	CURRENT ASSETS / CURRENT LIABILITIES	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a ratio, and represents 15% of the total risk assessment value.	1.0:1	10.0%
Liquidity	Days Expense in Working Capital	This ratio calculates the number of day's expense that the working capital can support.	(CURRENT ASSETS - CURRENT LIAB) / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed in "number of days" and represents 15% of the total risk assessment value.	30	10.0%

Contractors Initials: J.F.W.
Date: 05-16-2014

Table A - Risk Analysis Assessment Ratios Matrix						
Category	***Name of Ratio***	***Description***	***How it is Calculated***	***What the Ratio Measures***	***Benchmark***	***Percentage of Total Risk Assessment***
Liquidity	Days of Revenue In Accounts Receivable	This ratio calculates the number of days of revenue that are in accounts receivable.	(ACCOUNTS RECEIVABLE) / (REVENUE/365)	This ratio measures the performance of the accounts receivable function and the timeliness of revenue collection. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in days.	30	10.0%
Operating Results	Return on Equity	This ratio is a representation of the increase or decrease in net assets from the prior year.	INCREASE IN NET ASSETS / NET ASSETS	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Operating Results	Operation Income to Revenue	This ratio compares the current year's operating income with the current year's revenue.	OPERATING INCOME / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	3%	10.0%

Contractors Initials: J. F. W.
Date: 5-16-2014

Table A - Risk Analysis Assessment Ratios Matrix						
Category	***Name of Ratio***	***Description***	***How it is Calculated***	***What the Ratio Measures***	***Benchmark***	***Percentage of Total Risk Assessment***
Operating Results	Cash Flow % of Revenue	This ratio calculates the company's cash flow as a percentage of revenue.	(INCREASE IN NET ASSETS + DEPRECIATION) / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	2%	10.0%
Leverage	Debt to Equity	This ratio compares total debt to equity.	(TOTAL ASSETS - NET ASSETS)/NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a ratio and represents 5% of the total risk assessment value.	0.7:1	5.0%
Leverage	Long Term Debt to Equity	This ratio compares long term debt to equity.	LONG TERM DEBT / NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 5% of the total risk assessment value.	100%	5.0%
Leverage	Debt Ratio	This ratio compares total debt to total assets.	(TOTAL ASSETS - NET ASSETS)/TOTAL ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk	50%	10.0%

Contractors Initials: J. F. JR.
Date: 5-16-2014

Table A - Risk Analysis Assessment Ratios Matrix						
Category	*Name of Ratio*	*Description*	*How it is Calculated*	*What the Ratio Measures*	*Benchmark*	*Percentage of Total Risk Assessment*
				assessment value.		
Reserves	Cash Flow to Total Debt	This ratio compares cash flow to total debt.	(OP. SURPLUS + DEPRECIATION) / (TOTAL ASSETS - NET ASSETS)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Reserves	Days Expense in Available Net Assets	This ratio calculates the number of day's expense that the net assets of the company can support.	NET ASSETS / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in "number of days" and this represents 10% of the total risk assessment value.	90	10.0%
						100.0%

7.22. Agreement Elements

The Agreement between the parties shall consist of the following: General Provisions (P-37), Exhibit A Scope of Services, Exhibit A-1 Geographic Area, Exhibit A-2 Congregate Meal Sites, Exhibit B Method and Conditions Precedent to Payment, Exhibits B-1, B-2 and B-3, Exhibit C Special Provisions, Exhibit C-1 Additional Special Provisions, Exhibit D Certification Regarding Drug-Free Workplace, Exhibit E Certification Regarding Lobbying, Exhibit F Certification Regarding Debarment, Suspension and Other Responsibility Matters, Exhibit G Certification Regarding the American's With Disabilities Act Compliance, Exhibit H Certification Regarding Environmental Tobacco Smoke, Exhibit I Health Insurance Portability and Accountability Act Business Associate Agreement, Exhibit J Certification Regarding The Federal Funding Accountability and Transparency Act Compliance. In the event of any conflict or contradiction between or among the Agreement documents, the documents shall control in the above order of precedence.

Exhibit A-1
July 1, 2014 through June 30, 2015
GEOGRAPHIC AREA FORM

RFP #: 14-DHHS-DCBCS-BEAS-05

Contractor's name: Newport Senior Center, Inc.

Name of Service	County/Counties	Towns/Cities where Services will be offered
Home-Delivered Meals	Sullivan	Acworth
Home-Delivered Meals	Sullivan	Charlestown
Home-Delivered Meals	Sullivan	Claremont
Home-Delivered Meals	Sullivan	Cornish
Home-Delivered Meals	Sullivan	Croydon
Home-Delivered Meals	Sullivan	Goshen
Home-Delivered Meals	Sullivan	Grantham
Home-Delivered Meals	Sullivan	Langdon
Home-Delivered Meals	Sullivan	Lempster
Home-Delivered Meals	Sullivan	Newport
Home-Delivered Meals	Sullivan	Springfield
Home-Delivered Meals	Sullivan	Sunapee
Home-Delivered Meals	Sullivan	Unity
Home-Delivered Meals	Sullivan	Washington
Congregate Meals	Sullivan	Charlestown
Congregate Meals	Sullivan	Claremont
Congregate Meals	Sullivan	Newport
Transportation	Sullivan	Newport

Contractors Initials: J.F.W.
Date: 5-16-2014

Exhibit A-2
July 1, 2014 - June 30, 2015

RFP # 14-DHHS-DCBCS-BEAS-05

CONGREGATE SITE INFORMATION

Contractor's name: Newport Senior Center, Inc.

Site Name	Location	Dining Hours	Days of Week (name days)	Average Number of Meals Expected to Serve per Day	Date of Most Recent Inspections	
					Fire	Health
Charlestown Office Complex	26 Railroad Square,Charlestown	11:30-12:30	M-T-W-Th-F	20	13-May	4/25/2013
Earl Bourdon Centre	67 Maple Ave, Claremont	11:30-12:30	M-T-W-Th-F	75	14-May	5/14/2014
Newport Senior Center	76 So. Main St. Newport	11:30-12:33	M-T-W-Th-F	50	14-Feb	8/19/2013

Contractors Initials: J.F.W.
Date: 5-16-201

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions (P-37) of this Agreement for the services provided by the Contractor pursuant to Exhibit A, Scope of Services and for the period beginning July 1, 2014 or the date of G&C approval, whichever is later. The completion date of this contract shall be June 30, 2015, block 1.7 of the P-37.

2. Service(s) provided in this Agreement: The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A, Paragraph 5. The following terms and conditions detailed below in this Exhibit B shall apply to all services unless expressly stated otherwise.

3. Payment for contracted services will be made up to the total maximum allowable funding identified in Column D of Exhibits B-1 and B-3, and Column C of Exhibit B-2 and based on the following reimbursement rates:

   3.1. $4.85 per home delivered meal
   3.2. $5.50 per congregate meal
   3.3. $8.75 per person per day for Transportation Services
   3.4. .30 cents per mile

4. The General provisions (P-37) Section 1.6 Account Numbers for funding under this contract including identification of the funding source (name of Grantor and Catalog of Federal Domestic Assistance (CFDA) number) are as follows:

Service	Funding Name	Funding Source	CFDA #	State of NH Account Number
Transportation	Special Programs for the Aging- Title IIIB	ACL	93.044	05-95-48-481010-78720000-512-500352
Nutrition Services	Special Programs for the Aging- Title IIIC	ACL	93.045	05-95-48-481010-78720000-541-500383
Nutrition Services: Home Delivered Meals	Social Services Block Grant- Title XX	U.S. Dept of Health & Human Services	93.667	05-95-48-481010-92550000-544-500386

5. Notwithstanding paragraph 18 of the P-37, an amendment limited to the terms of Exhibit B-1, B-2, and B-3 to transfer the amount of units from one service to another can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

6. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT).

7. The DHHS may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in

Contractor Initials J.F.K.
Date 5-16-2014

accordance with the requirements and scope of services in Exhibit A; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.

8. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of required reports, or Contractor Site Review Reports, the State may review all units served to clients and number of miles per client incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any units served to clients and number of miles per client incurred that are not determined to be allowable or are determined to be served to ineligible clients and shall, by written notice specifying the disallowed costs, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs.

9. Form Submission:
Prior to submittal of an invoice for the following Title III funded services: Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

Prior to submittal of an invoice for Title XX Meals the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.

10. Invoice Submission:

10.1. Meals

Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual meals served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual meals served during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.

10.1.1. Meals Mileage

Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Contract Service Authorization Form (#3502) and Meal and Mileage Invoices shall be sent to:
NH Department of Health and Human Services
Data Management Unit
129 Pleasant St, P.O. Box 2000
Concord, NH 03301

10.2. Title III Transportation:
The Contractor shall complete and submit a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served (unit being per client, per day) during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit. In addition, the Contractor shall complete a monthly transportation form. The form will be a predefined electronic form supplied by DHHS.

10.2.1. Title III Transportation Mileage
The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title III Transportation and Mileage invoices and the monthly transportation form shall be submitted to:
Financial Management
DHHS Bureau of Elderly and Adult Services
129 Pleasant St, Brown Building
Concord NH 03301

10.3. Contractor will have forty-five (45) days from the end of the contract period to submit final invoices to the Department for payment. Any adjustments made to a prior invoice, during these forty-five (45) days, will need to be accompanied by supporting documentation.

10.4. The DHHS will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.

10.5. The Contractor shall submit to DHHS the subcontractor's budget for review and approval. The Contractor shall submit to DHHS copies of their subcontractor's invoices for actual units served to clients and number of miles per client that support the requests for reimbursement, upon DHHS request.

Exhibit B-1
Home Delivered Meals
July 1. 2014 through June 30, 2015

NEWPORT SENIOR CENTER			
Col. A	Col. B	Col. C	Col. D
Funding	Projected Number of Home Delivered Meals	Projected Number of Miles	Total Maximum Amount Allowed by Funding
Title III C2	53,502	37,600	$ 270,764.70
Title XX	58,064	40,730	$ 293,829.40

Contractors Initials: J. F. W.
Date: 5-16-2014

Exhibit B-2
Congregate Meals
July 1, 2014 through June 30, 2015

NEWPORT SENIOR CENTER		
Col. A	Col. B	Col. C
Funding	Projected Number of Congregate Meals	Total Maximum Amount Allowed by Funding
Title III C1	30,523	$ 167,876.50

Contractors Initials: J.F.W
Date: 5-16-2014

Exhibit B-3
Transportation Services
July 1, 2014 through June 30, 2015

NEWPORT SENIOR CENTER			
Col. A	Col. B	Col. C	Col. D
Funding	Projected Number of Clients	Projected Number of Miles	Total Maximum Amount Allowed by Funding
Title III B	8,421	12,607	$ 77,465.85

Contractors Initials: J.F.N.
Date: 5-16-2014

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party fundors for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party fundors, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to

subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function

16.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate

16.3. Monitor the subcontractor's performance on an ongoing basis

16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

16.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.

   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. **Contract Extension:** The Department reserves the right to extend the completion date of the contract for up to two years to be exercised by mutual agreements by the parties, upon availability of funding, acceptable performance of the Statement of Work, and subsequent approval by the Governor and Executive Council.

4. **CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS:**

   4.1 This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L.112–239) and FAR 3.908.

Contractors Initials: J.F.W.
Date: 5-16-2014

4.2 The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

4.3 The Contractor shall insert the substance of this clause, including this paragraph (4.3), in all subcontracts over the simplified acquisition threshold.

5. Subparagraph 14.1.1 of the General Provisions of this contract is deleted and the following subparagraph is added:

14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $1,000,000 per occurrence and excess/umbrella liability coverage in the amount of $1,000,000 per occurrence; and

Contractors Initials: J.F.W.
Date: 05-16-2014

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location) 26 Railroad Sq., Charlestown,Sullivan, NH,03603, 67 Maple Ave., Claremont, Sullivan NH,03743,76 South Main St., Newport, Sullivan,NH,03773

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name: Newport Senior Center, Inc.

5-16-2014
Date

Joan F. Willey, President
Name:
Title:

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor Name: Newport Senior Center, Inc.

5-16-2014
Date

Joan F. Willey, President
Name:
Title:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Newport Senior Center, Inc.

5-16-2014
Date

Joan F. Willey, President
Name:
Title:

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Contractor Name: Newport Senior Center, Inc.

5-16-2014
Date

Joan F. Willey, President
Name:
Title:

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Nutrition and Transportation Contract

This second Amendment to the Nutrition and Transportation contract (hereinafter referred to as "Amendment #2") dated May 9, 2016, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Ossipee Concerned Citizens, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 3 Dore Street, Center Ossipee, NH, 03814.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 18, 2014 (Item #109) (hereinafter referred to as the "Contract"), and amended by an agreement (Amendment #1) approved on June 10, 2015 (Item #21) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Department and the Contractor agree: 1) to change the per mile rate; and 2) to increase the amount of funding for Title III Home Delivered Meals, and Title XX Home Delivered meals; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #2, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.

2. Amend General Provisions (Form P-37), Block 1.8, Price Limitation, to read: $915,668.55.

3. Replace Exhibit B Amendment #1, Section 3 as follows:

   3. The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A Amendment #1, Paragraph 5, according to the following reimbursement rates:

Reimbursement Rates	Unit Types
$4.85	Per Home Delivered Meal
$5.50	Per Congregate Meal
$.54	Per mile

Contractor Initials: P.L.P.
Date: 5/13/16

4. Replace Exhibit B-3 Title III C-2 Home Delivered Meals 7/1/15 – 6/30/16 Total Maximum Allowed by Funding Source with $143,720.15.

5. Replace Exhibit B-3 Title XX Home Delivered Meals 7/1/15 – 6/30/16 Total Maximum Allowed by Funding Source with $157,173.65.

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/18/16
Date

NAME Marilee Nihan, MBA
TITLE Deputy Commissioner

Ossipee Concerned Citizens, Inc.

5.12.16
Date

NAME Priscilla Parsons
TITLE Chairman of the Board

Acknowledgement: Priscilla Parsons
State of New Hampshire, County of Carroll on May 12, 2016, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Name and Title of Notary or Justice of the Peace
Tracy J. Crazin
Justice of the Peace

Contractor Initials: P.C.P.
Date: 5.12.16

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/23/14
Date

Name: Megan A. Yaple
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Contractor Initials: P.L.C.
Date: 5/15/14

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that OSSIPEE CONCERNED CITIZENS, INC. is a New Hampshire nonprofit corporation formed May 12, 1975. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 6th day of May A.D. 2016

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, _____Robert Morin_____, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of _____Ossipee Concerned Citizens Inc.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of

the Agency duly held on _____4/14/2015____:
(Date)

RESOLVED: That the __Chairman of the board_____
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of

the __18th___ day of __May_____, 2016__.
(Date Contract Signed)

4. _____Priscilla Parsons is the duly elected _____Chairman of the board_____
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

_____
(Signature of the Elected Officer)

STATE OF _New Hampshire_____

County of ___Carroll_____

The forgoing instrument was acknowledged before me this ____18th__ day of ___May___, 2016____,

By _____Robert Morin_____.
(Name of Elected Officer of the Agency)

_____
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: March 6, 2018

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/16/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Antonucci Insurance Services, Inc.
PO Box 1115
Wolfeboro Falls NH 03896

CONTACT NAME: TINA ANTONUCCI
PHONE (A/C, No, Ext): 603-569-8933 FAX (A/C, No): 603-569-8936
E-MAIL ADDRESS: TINA@ANTONUCCIINSURANCE.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : WESTERN WORLD (NH UNDERWRITERS)	
INSURER B : PEERLESS INSURANCE (DB WARLICK & CO)	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Ossipee Concerned Citizens Inc
PO Box 426
Center Ossipee NH 03814-0426

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			NPP1340796	09/08/2015	09/08/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 50,000 $ 1,000 $ 2,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ $ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WC9340947	08/22/2015	08/22/2016	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

BHHS
State Of New Hampshire
129 Pleasant Street
Concord, NH 03301

Attn: Catherine A. Cormier

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Carol A. Tuck

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OSSIPEE CONCERNED CITIZENS, INC.

Mission Statement

The "Mission Statement" of Ossipee Concerned Citizens, Inc. is as follows:

"To promote the growth and prosperity of the
Town of Ossipee and vicinity"

(From 1975)

OSSIPEE CONCERNED CITIZENS, INC.

FINANCIAL STATEMENTS
FOR THE YEAR ENDED
JUNE 30, 2015
AND
INDEPENDENT AUDITORS' REPORT

OSSIPEE CONCERNED CITIZENS, INC.

JUNE 30, 2015

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Hennessey & Vallee, PLLC

Trusted / Balanced / Professional

INDEPENDENT AUDITORS' REPORT

To the Board of Directors and Management
Ossipee Concerned Citizens, Inc.

Report on the Financial Statements
We have audited the accompanying financial statements of Ossipee Concerned Citizens, Inc. (a nonprofit corporation) which comprise the statement of financial position as of June 30, 2015, and the related statement of activities, cash flows, and functional expenses for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements
Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility
Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion
In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Ossipee Concerned Citizens, Inc. as of June 30, 2015, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Hennessey & Vallee, PLLC

Hennessey & Vallee, PLLC
Concord, New Hampshire
February 8, 2016

Ossipee Concerned Citizens, Inc.

STATEMENT OF FINANCIAL POSITION

June 30, 2015

ASSETS

CURRENT ASSETS		
Cash and cash equivalents	$	59,912
Investments		83,973
Inventory		10,000
Receivables		
Due from grantors		36,917
Due from employees		2,350
Total current assets		193,152
PROPERTY AND EQUIPMENT		
Equipment & furnishings		138,476
Less accumulated depreciation		56,959
Property and equipment - net		81,517
TOTAL ASSETS	$	274,669

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Accounts payable	$	-
Accrued expenses		3,315
Security deposit		88
Total current liabilities		3,403
LONG TERM LIABILITIES		
Line of Credit		28,951
Total long term liabilities		28,951
TOTAL LIABILITIES		32,354
NET ASSETS		
Unrestricted		
Net investment in property and equipment		81,517
Designated for operating endowment		83,973
Undesignated		63,166
Temporarily restricted		
Purpose- restricted donations		13,659
TOTAL NET ASSETS		242,315
TOTAL LIABILITIES AND NET ASSETS	$	274,669

See Notes to Financial Statements

Ossipee Concerned Citizens, Inc.

STATEMENT OF ACTIVITIES

For the Year Ended June 30, 2015

	Unrestricted	Temporarily Restricted	Total
OPERATING SUPPORT AND REVENUE			
Public Support:			
Federal grants	$ 465,342	$ -	$ 465,342
Direct state funding	47,755		47,755
State grants	16,782	-	16,782
Town support	76,560	-	76,560
Donated rental space	56,000	-	56,000
Client and other donations	57,952	13,000	70,952
Fundraising and other support	80,952	-	80,952
	801,343	13,000	814,343
Revenues:			
Program service revenue	39,881	-	39,881
Hatch rental income (net of related expenses)	2,520	-	2,520
Interest and dividends	2,472	-	2,472
Capital gains (losses)	106	-	106
(Decrease) increase in fair value of investments	(974)	-	(974)
	44,005	-	44,005
NET ASSETS RELEASED FROM RESTRICTIONS			
Satisfaction of restrictions	7,399	(18,399)	-
TOTAL REVENUE, SUPPORT, AND NET ASSETS RELEASED FROM RESTRICTIONS	852,747	(5,399)	858,348
EXPENSES			
Program expenses	807,078	-	807,078
General and Administrative	32,161	-	32,161
Fundraising and public awareness	8,911	-	8,911
TOTAL EXPENSES	848,150	-	848,150
CHANGE IN NET ASSETS	4,597	(5,399)	10,198
NET ASSETS- BEGINNING OF THE YEAR AS ORIGINALLY PRESENTED	203,059	19,058	222,117
Prior Period Adjustment	10,000	-	10,000
NET ASSETS- BEGINNING OF THE YEAR AS ADJUSTED	213,059	19,058	232,117
NET ASSETS- END OF YEAR	$ 217,656	$ 13,659	$ 242,315

See Notes to Financial Statements

Ossipee Concerned Citizens, Inc.

STATEMENT OF CASH FLOWS

For the Year Ended June 30, 2015

CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	$	10,198
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation		3,151
Unrealized (gains) and losses		974
Change in assets and liabilities:		
(Increase) in due from grantors		(10,080)
Decrease (increase) in due from employees		2,275
(Decrease) increase in accounts payable and accrued expenses		(4,278)
NET CASH PROVIDED BY OPERATING ACTIVITIES		2,240
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property and equipment		(64,797)
Purchase of investments		(2,519)
NET CASH USED IN INVESTING ACTIVITIES		(67,316)
CASH FLOWS FROM FINANCING ACTIVITIES		
Increase in line of credit		28,951
NET CASH PROVIDED BY FINANCING ACTIVITIES		28,951
NET DECREASE IN CASH		(36,125)
CASH - BEGINNING OF YEAR		96,037
CASH - END OF YEAR	$	59,912

See Notes to Financial Statements

Ossipee Concerned Citizens, Inc.

STATEMENT OF FUNCTIONAL EXPENSES

For the Year Ended June 30, 2015

	Program Services	Management and General	Fundraising and Public Awareness	Total
Personnel				
Salaries & wages	$ 397,826	$ 12,304	$ -	$ 410,130
Employee benefits	32,360	1,001	-	33,361
Payroll taxes	30,510	944	-	31,454
Contracted Servies	11,041	-	-	11,041
Purchased services:				
Audit fees	3,434	1,691	-	5,125
Telephone & internet	2,224	117	-	2,341
Insurance	1,837	324	-	2,161
Training, dues & Conferences	1,754	-	-	1,754
Subscriptions and other postage	1,129	59	-	1,188
Other Purchased services	784	41	-	825
Postage	494	26	-	520
Medical/wellness	122	54	-	176
Property services:				
Rental value of donated space	50,400	5,600	-	56,000
Utilities	43,754	4,862	-	48,616
Rent	8,010	-	-	8,010
Depreciation	3,151	-	-	3,151
Trash removal	2,295	255	-	2,550
Repairs & maintenance	1,826	203	-	2,029
Automobile	535	17	-	552
Travel	6,575	3,239	-	9,814
Supplies:				
Food	177,560	-	-	177,560
Program supplies	7,823	-	-	7,823
Noncapital equipment	6,625	-	-	6,625
Office supplies	429	212	-	641
Other:				
Santa project	12,064	-	-	12,064
Helping fund	-	-	6,899	6,899
Other expenses	2,464	1,213	-	3,677
Other fundraising expenses	-	-	2,012	2,012
Line of credit interest	51	-	-	51
TOTAL EXPENSES	$ 807,078	$ 32,161	$ 8,911	$ 848,150

See Notes to Financial Statements

OSSIPEE CONCERNED CITIZENS, INC.
NOTES TO THE FINANCIAL STATEMENTS
June 30, 2015

A. NATURE OF ACTIVITIES

Ossipee Concerned Citizens, Inc., (the Organization) is a voluntary, not-for-profit corporation, incorporated under the laws of the State of New Hampshire (RSA 292) and organized exclusively for tax-exempt charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1954, as amended. The Organization is not a private foundation within the meaning of Section 509(a). The purpose of the Organization is to operate a senior center, Meals on Wheels, and a daycare program that serves the residents of Ossipee, New Hampshire, and surrounding communities. Major sources of funds for operations are received from the federal government and the State of New Hampshire Division of Elderly and Adult Services.

B. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Financial Statement Presentation – The Financial statements have been prepared in accordance with the Statement of Financial Accounting Standards (SFAS) No. 117, "Financial Statements of Not-for-Profit Organizations." Under SFAS No. 117, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets based on the existence or absence of donor-imposed restrictions. In addition, the Organization is required to present a statement of cash flows.

Basis of Accounting – The Organization presents it financial statements on the accrual basis of accounting. Under this basis, exchange revenues and related accounts receivables are recognized when earned. Non-exchange revenues (contributions, donations, etc.) and related contributions receivable are recognized when received. Expenses and related payables are recognized when title to goods and services passes to the Organization.

Use of Estimates – The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash and Cash Equivalents – Cash and cash equivalents include all monies in banks and liquid investments with maturity dates of less than three months. The carrying value of cash and cash equivalents approximates fair value because of the short maturities of those financial instruments.

Investments – Investments in equity securities with readily determinable fair values and all investments in debt securities are measured at fair value in the statement of financial position. Investment income or loss (including gains and losses on investments, interest, and dividends) is included in the statement of activities as increases or decreases in unrestricted net assets unless the income or loss is restricted by the donor or law.

Concentrations of credit and market risk – Financial instruments that potentially expose the Organization to *credit risk* consist primarily of bank deposits. It is the Organization's policy to deposit monies in high quality financial institutions and to limit risk by maintaining deposits within the Federal Depository Insurance Limits (FDIC) whenever possible. The Organization has not experienced any losses on its cash deposits. Market risk is limited to fluctuations in the prices of mutual funds. Management monitors investments in high quality mutual funds and believes it is not exposed to significant market risk on those amounts.

B. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Inventory – Inventory consists of food and supplies in the food programs.

Property and Equipment – All costs of property and equipment, and the approximate fair value of donated assets in excess of $1,000 and having an economic useful life greater than one year are capitalized. Depreciation is computed using the straight-line method, beginning in the month of acquisition, at rates based on the following estimated useful lives:

	Years
Equipment & Furnishings	5

Depreciation expense for the year ended June 30, 2015 was $3,151.

Revenue Recognition – Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence and/or nature of any government grant, contract, or other donor restrictions. A *temporary restriction* permits the organization to use donated assets as specified for a particular purpose. *Permanently restricted* net assets are those that are required to be permanently maintained but that the income from the investment of such may be used for specified purposes. All donor-restricted support is reported as an increase in temporarily or permanently restricted net assets, depending on the nature of the restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

Intentions to Give – Pledged amounts are used only for the Organization's budgetary purposes and are not considered a guarantee of collection since donors may rescind the pledges at any time. Since pledges do not meet the criteria for revenue recognition under SFAS No. 116, they are not reflected as contributions in the statement of activities until the pledges are collected.

Contributed Services – Ossipee Concerned Citizens, Inc. receives in-kind donations of both space and volunteer services. Building space owned by the Town of Ossipee and donated to the Center is recorded at an estimated rental value of $56,000 which reflects a rate which is equal to $8 per square foot times 7,000 square feet of space provided. The value of donated services is not reflected in the financial statements since there is no objective basis available by which to measure the value of such services. However, a substantial number of volunteers, as well as the Organization's Board of Directors, have donated significant amounts of their time towards the Organization's various programs and fund-raising projects.

Refundable Advances – Grants received in advance of the year to which they apply are recorded as refundable advances in the statement of financial position.

Functional Allocation of Expenses – The costs of providing various programs and other activities have been summarized on a functional basis in the statements of activities. Accordingly, certain costs have been allocated to the programs and supporting activities benefited. Direct expenses are charged to each program based on direct costs incurred or estimated usage. Any program costs not directly chargeable are allocated to a program based on the direct charges.

B. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Income Taxes – The Organization is exempt from federal income taxes under Internal Revenue Code Section 501(c)(3). Therefore, no provision for income taxes is made in the accompanying financial statements

The Organization complies with the *Accounting for Uncertainty in Income Taxes* standard. Accordingly, management has evaluated its tax positions and has concluded that the Organization has maintained its tax exempt status, does not have any significant unrelated business income, and has taken no uncertain tax positions that require adjustment or disclosure in its financial statements. With few exceptions, the

Organization is no longer subject to income tax examinations by the U.S. Federal or State tax authorities for years before 2012.

C. ASSETS

Cash and Cash Equivalents – All bank balances of deposits as of June 30, 2015 were insured by the Federal Deposit Insurance Corporation (FDIC).

Investments – Investments at June 30, 2015 were as follows:

Investment in mutual funds and restricted savings	$	43,431
Real estate held for resale		40,542
	$	83,973

The composition of investment return in the statement of activities for the year ended June 30, 2015 was as follows:

Unrestricted:		
Interest and dividends	$	2,472
Capital gain distributions		106
Unrealized gains (losses)		(974)
	$	1,604

Receivables ~ Due from Grantors – The Organization's receivable, Due from State agencies and other grantors, as of June 30, 2015 was as follows:

Agency Programs:		
NSIP	$	10,609
HCBC		670
USDA – Title III		9,367
Town support		16,271
	$	36,917

C. ASSETS (Continued)

Property and Equipment – Property and equipment at June 30, 2015 consisted of the following:

Equipment & furnishings	$ 138,476
Less: Accumulated depreciation	(56,959)
	$ 81,517

Compensated Absences – An accrual for compensated absences has not been included in the financial statements. Since the Organization cannot receive reimbursement of this amount until paid, accrual would result in a mismatching of the revenue and expense. The amount of accumulated-unpaid vacation and sick leave as of June 30, 2015 did not amount to more than a normal year's allowance.

D. NET ASSETS

Temporarily Restricted – Net assets restricted to specific purposes by donors include the following:

	Balances June 30, 2014	New Funds Received	Released From Restriction	Balances June 30, 2015
Restricted for special needs:				
Private donation	$ 13,058	$ 13,000	$ 12,399	$ 13,659
Bald Peak Grant	6,000	-	6,000	-
	$ 19,058	$ 13,000	$ 18,399	$ 13,659

Board-Designated Net Assets – Board designations for a long-term operating reserve as of June 30, 2015 were $83,973. The board's intent in setting aside these donated funds is to create an endowment that will sustain future operations by allowing for the transfer of earnings to support operations or for special needs without ever using the principal balance. Currently, income to the reserve fund consists of interest and dividends on mutual funds and from donations. Whereas the fund is in its initial stage and market returns have been minimal, no monies were transferred to support operations in either fiscal year.

E. SUMMARY DISCLOSURE OF SIGNIFICANT CONTINGENCIES

Grants – Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies, principally the Federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the Organization. The amount which may be disallowed by the grantor cannot be determined at this time although the organization expects such amounts, if any, to be immaterial.

F. PRIOR PERIOD ADJUSTMENT

Inventory was not accounted for in the prior period. An entry to correct the beginning retained earnings balance has been reflected in the Statement of Activities for the year ended June 30, 2015 in the amount of $10,000.

G. SUBSEQUENT EVENTS

The Organization has evaluated events through February 8, 2016, the date the financial statements were available to be issued. Management has determined that there were no material subsequent events that require disclosure.

OSSIPEE CONCERNED CITIZENS, INC.

BOARD OF DIRECTORS

2015

PRISCILLA PARSONS	(CHAIRMAN))
ROBERT BOSSDORF	(TREASURER)
ROBERT MORIN	(SECRETARY)
THERESA CAMIRE	(MEMBER)
RONALD CAMIRE	(MEMBER)
LOUISE CHAMPION	(MEMBER)
BRUCE CRAWFORD	(MEMBER)
MARY HOCKMEYER	(MEMBER)
MARILYN INDELICATO	(MEMBER)
JUNE LOUD	(MEMBER)
DONALD MISKELLY	(MEMBER)
GARY SOWERBY	(MEMBER)
ANN WARD	(MEMBER)

Donna E. Sargent

Education:	B.S. Human Services- Southern New Hampshire University
Employment:	January 1979 – Present Executive Director – Ossipee Concerned Citizens, Inc. Responsibilities: Management of multi-purpose, inter-generational Human services organization, including elderly nutrition, senior Center, childrens' day-care center, Santa Project Duties include: proposal writing, liaison with state, federal and local Funding sources, staff relations, public relations, fundraising and Fiscal management of annual operating budget in excess of $600,000.00.
Employment:	1969-1978- Site Coordinator-Carroll County Family Planning Responsibilities: establish and maintain a Family Planning Program In Southern Carroll County Duties: recruitment and counseling of clients, maintain required Records, perform routine blood pressure, weight, and pregnancy Tests. Worked closely with physicians, school nurses and other Health and human services personnel. Prepare and distribute all PR.
Civic:	Member: Ossipee Budget Committee, Ossipee Main StreeProgram, Advisory Board Endowment For Health, Carroll Cty RCC, Ossipee representative to Mount Washington Valley Economic Council Board. Member First Congregation Church of Ossipee.
Awards:	" Outstanding Young Women Of America" 1980 FIRST recipient of " Northern New Hampshire Foundations Community Leadership Award" 1990
Personal:	Sports, reading, gardening, people, animals.

Donna E. Sargent

Education:	B.S. Human Services- Southern New Hampshire University
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Civic:	Member: Ossipee Budget Committee, Ossipee Main StreeProgram, Advisory Board Endowment For Health, Carroll Cty RCC, Ossipee representative to Mount Washington Valley Economic Council Board. Member First Congregation Church of Ossipee.
Awards:	" Outstanding Young Women Of America" 1980 FIRST recipient of " Northern New Hampshire Foundations Community Leadership Award" 1990
Personal:	Sports, reading, gardening, people, animals.

JAMES B.THOMPSON

EDUCATION: Bachelor of Science Degree – University of New Hampshire

EXPERIENCE: 1991-2014

Deputy Director - Ossipee Concerned Citizens, Inc. Responsibilities include assistance to the Executive Director in development of budgets, revisions, amendments, financial management, expansion of existing programs, and goal-setting. Research grant availability, grant writing, and application submission. Maintain positive public relations to enhance agency image. Assistance to Executive Director with over-all management of all agency properties, on and off site, including financial considerations, maintenance and safety issues of all building and grounds. Assistance with staff relations and staff selection. Promotion , development, implementation of social and recreational activities at the senior center. Assistance with board and staff with fundraising.

1986-1991

Freelance writing and building construction

1981-1986

Community Development Director/ grant writing – Ossipee Concerned Citizens, Inc. Responsibilities included writing and administration of grants in excess of five-million dollars for water/sewer construction, housing rehabilitation, and other community development projects for the Town of Ossipee.

1972-1981

Town of Ossipee Recreation Director. Responsibilities included Development of a multi-age recreation department for the town. Responsible for establishment of goals and objectives for the new department, and institution of programs/activities to meet those needs.

CIVIC: Chairman, Board of Directors, Ossipee Concerned Citizens, Inc. Head Coach, Kingswood Regional High School boys basketball. Head Coach, Ossipee Babe Ruth Baseball. President of the New Hampshire Association of Senior Centers.

AWARDS: "Outstanding Young Men of America" (1985)

John Whittier

Objective

My objective is to perform a job that is both challenging and rewarding while being able to make a change in peoples lives.

Experience

1994-2003 Ossipee Concerned Citizens Ossipee, NH

Director's asst

- Help with day to day operations as needed
- Deliver CSFP food boxes
- Answer phones

2002-2005 Hurd Contractors Albany, NH

Contractor

- Roofing
- Siding
- Framing

2005-2007 Eagle Mountain House Jackson, NH

Cook

- Prep foods
- Prepare salad and deserts
- Serve as needed

2008-present Ossipee Concerned Citizens Ossipee, NH

Finance Manager

Prepare payroll and all reports and filings to the government in relation to payroll. EFTP payments and 941's workers compensation and unemployment reports.
Maintain accurate accountant system of agency's overall fiscal situation.
Negotiate all pricing contracts with vendors, Food or service providers
Create, maintain and report to the Board Of directors all reports. This includes but is not limited to Agency P&L's for the various programs, accurate balance sheet information, Information regarding agency assets and current values of investments.
Assist Executive Director in creation of agency budget along with quarterly's to the state and any other task as needed involving the finances of the agency.

Education

2000-2003 Laconia Tech Laconia, NH

AS Computer Technology

2007-Present Granite State College Conway, NH

Pursuing BS in Business management with minor in finance 24 credits shy expected graduation date 2014

Amanda M. White, CLC

Education: 1997 Graduate of Kingswood Regional High School with Honors
Major in Mathematics

1997-98 Attended Paradise Valley Community College
Credits in General Studies and Early Childhood Education

Employment: January 1998-October 2000

- Ossipee Concerned Citizens, Inc. Childcare Center
  Pre-school Teacher Assistant

January 1999-June 2011

- Ossipee Concerned Citizens, Inc. WIC Nutrition Program
  Client Service Coordinator
  Certified Lactation Counselor

February 2010-present day

- Ossipee Concerned Citizens, Inc. Meals on Wheels
  Director of Elderly Nutrition Program
  Duties include but not limited to:
  Daily operations of the meals program.
  Interview and screening of potential recipients of home delivered meals to determine eligibility.
  Referrals to other services that meet their needs.
  Submit all required forms to the state, XX and TIII home delivered and congregate.
  Maintain accurate files on each recipient.
  Contact appropriate town officials when necessary for approval.
  Complete financial reimbursement forms of state, town and private payments.
  Submit monthly and quarterly figures to Executive Director for billing and unit statistical reports.
  Work with other agency and civic groups.
  Support other staff members to insure excellent service to our recipients.

June 2011-present day

- Goodwin Community Health Center, WIC Nutrition Program
  Program Assistant
  Certified Lactation Counselor

Ossipee Concerened Citizenss

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Donna E.Sargent	Executive Director	$48360	25%	$12090
James B. Thompson	Deputy Director	$46280	10%	$4628
John G. Whittier	Finance Manager	$37440	20%	$7488
Amanda White	Meals Director	12636	100%	$12636

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Nutrition and Transportation Contract

This first Amendment to the Nutrition and Transportation contract (hereinafter referred to as "Amendment #1") dated April 13, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Ossipee Concerned Citizens Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 3 Dore Street, Center Ossipee, NH, 03814.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 18, 2014 (Item #109) (hereinafter referred to as the "Contract"), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37) and Exhibit C-1 Paragraph 3, the Department reserves the right to extend the completion date of the contract for up to two years to be exercised by mutual agreements by the parties, upon availability of funding, and acceptable performance of the Statement of Work, the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Department and the Contractor agree to extend the completion date by fifteen months, and to increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #1, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.7, Completion Date, by extending the date to September 30, 2016.
3. Amend General Provisions (Form P-37), Block 1.8, Price Limitation, to read: $901,002.15.
4. Amend General Provisions (Form P-37), Block 1.9, Contracting Officer for State Agency to read: Eric Borrin, Director of Contracts and Procurement.
5. Amend General Provisions (Form P-37), Block 1.10, to read: (603) 271-9558.
6. Delete in its entirety Exhibit A, Scope of Services and replace with Exhibit A Amendment #1, Scope of Services.
7. Amend Exhibit A-1 Geographic Area Form by extending the date to September 30, 2016.
8. Delete in its entirety Exhibit A-2 Congregate Site Information.

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9. Delete in its entirety Exhibit B, Method and Conditions Precedent to Payment and replace with Exhibit B Amendment #1, Method and Conditions Precedent to Payment.

10. Add Exhibit B-3

11. Delete in its entirety Standard Exhibit C, Special Provisions and replace with Exhibit C, Special Provisions.

12. Delete in its entirety, Exhibit C-1 Revisions to General Provisions, Section 4.

13. Delete in its entirety, Standard Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.

Contractor Initials: P.P.
Date: 5-5-15

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/11/15
Date

Diane Langley
Director

Ossipee Concerned Citizens Inc.

May 5, 2015
Date

NAME Priscilla Parsons
TITLE Chairman.

Acknowledgement:
State of NH, County of Carroll on May 5, 2015, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Name and Title of Notary or Justice of the Peace

PATRICIA A. HODGE, Justice of the Peace
My Commission Expires February 2, 2016

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/22/15
Date

Name: Megan A. Yablon
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Contractor Initials: P.P.
Date: 5-5-15

Scope of Services

1. Purpose:

The contractor shall provide services in this contract to assist eligible people to live as independently as possible in safety and with dignity.

1.1. The services in this contract are intended for individuals who are not already receiving the same or similar services funded through other programs such as, but not limited to: the Medicaid State Plan, any of the Home and Community Based Care Waivers administered by the Department, the Medicaid Program, or services provided through the Veterans Administration.

2. Contract Period:

The commencement date of this contract shall be effective July 1, 2014 or the date of G& C approval, whichever is later. The completion of this contract shall be September 30, 2016.

3. Population:

Services are for individuals who reside in independent living settings and who meet the eligibility criteria as follows:

3.1. Title III

Individuals who are age 60 and older and with the most economic or social needs as described in:

- Older Americans Act as amended, Section 305,(a)(2)(E) and
- Title III Older Americans Act Services: Title IIB- Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, and Title IIID- Disease Prevention and Health Promotion Services, New Hampshire (NH) Administrative Rule He-E 502.

3.2. Title XX 42 USC §1397 et seq.

Individuals who are age 60 and up or ages 18-59 who a have a chronic illness or disability, and who have maximum monthly income in accordance with, the NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX).

4. Geographic Area to be served:

The Contractor shall provide and ensure delivery of the services listed in Paragraph 5 below to all eligible persons in the towns/cities listed in Geographic Area Exhibit A-1. Nothing in this Agreement shall be construed to limit the ability of the Contractor to provide said services to other eligible persons located in a town/city not listed in Exhibit A-1 when the Department requests the contractor to do so or when the contractor receives approval by the Department.

5. Services Provided in this Agreement

5.1. The Contractor will provide the services denoted by an "x" in 5.3 Services Table below, to the population defined in Paragraph 3 above.

5.2. The Contractor will provide the services denoted by an "x" in 5.3 Services Table below, in accordance with that service's applicable laws, rules, regulations, and terms and conditions in this Agreement.

5.3 Services Table			
	Home Delivered Meals Services	Congregate Meals Services	Transportation Services
Program:			
Title III	x	x	NA
Title XX	x	NA	NA

NA means that service is not applicable to this contract.

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6. Service descriptions

6.1. Home-Delivered Meals (funded through Titles III and XX) are delivered to a client at his/her home. A client must be homebound and unable to prepare his/her own meals. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the client including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. Providers Contractors must ensure assure that a visual contact is made with each client in his/her home on each day that meals are delivered as an assurance of the individual's safety, with the exception of meals designated as emergency meals or frozen meals which are delivered to clients in advance of anticipated inclement weather conditions or other adverse conditions.

6.2. Home Delivered Meals funded by Title XX shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX) incorporated by reference into this Agreement.

6.3. Home Delivered Meals funded by Title III shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.

6.4. The Contractor agrees to perform the following: receive inquiries and applications; determine eligibility; notify applicants of eligibility; maintain records for each recipient; train staff and volunteers; monitor and evaluate services; maintain financial records; submit reports as requested to the Bureau of Elderly and Adult Services.

6.5. Congregate Meals (Community Dining) (funded through Title III) are provided in community settings, where individuals travel to a designated site to share a meal with other individuals. Advance registration is not required, and individuals register when arriving at the meal site. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the individual including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. The Contractor shall, within 10 days of the contract effective date submit for Department approval their congregate meal site information.

6.6. Congregate Meals funded by Title III shall be provided according to the rules and policies of the Bureau of Elderly and Adult Services (BEAS), including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older Americans Act of 1965 as amended, incorporated by reference into this Agreement.

6.7. Transportation (funded through Title III) provides transport in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization. Title III Transportation services do not include pleasure excursions that charge individuals a fee for participation.

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6.8. Transportation services funded by Title III shall be provided according to the rules and policies of BEAS, including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.

6.9. Transportation providers must be in compliance with all applicable Federal and State Department of Transportation and Department of Safety regulations. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500 and inspected in accordance with NH Administrative Rule Saf-C 3200. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing and NH Administrative Rule Saf-C 1800 Commercial drivers licensing, as applicable.

7. Service Compliance Requirements

7.1. Access to Services

7.1.1. Individuals access the services described in this contract through one of two ways. They may apply directly for services to the contractor or be referred to the contractor by the Adult Protective Services Program as a result of a substantiated report of neglect, abuse, or exploitation.

7.1.1.1. Client directly applies for services: The Contractor shall determine eligibility for these services in accordance with the rules and requirements of the Title III and Title XX Programs. The contractor shall determine the eligibility of the individual; and with the exception of Congregate Meals and Transportation, provide written notice of eligibility within 45 days from the date eligibility was determined, indicate what services are to be provided and their frequency, and indicate the beginning and end dates for individual's period of eligibility.

7.1.1.2. Client referred by Adult Protective Services (APS): The contractor does not take an application, determine or redetermine the client's eligibility or issue notifications. The client's case will be managed by the APS staff. The referral will a protective services plan that the APS worker puts into place to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, or exploitation.

7.2. Client Application/Request for Services

The Contractor shall complete an intake and application for services, in accordance with New Hampshire Administrative Rule He-E 500. Title XX Home-Delivered contractors shall use Form 3000 Application provided by DHHS. Title III Home-Delivered Meals contractors may use Form 3000 or a form of their own that includes the same information as the Form 3000. Congregate meals and transportation do not require an application per se but require participants to sign up for the service as a way to request the service. The Contractor submits these signature lists as verification that the service was provided.

7.3. Client Eligibility

7.3.1. The Contractor shall determine eligibility for services and shall be in compliance with both Title III and Title XX requirements regarding eligibility determination, notice of eligibility and the individual's period of eligibility as applicable.

7.3.2. In order for clients to be eligible to receive home-delivered meals through both Title III and Title XX, the client needs to demonstrate that he or she cannot prepare meals and that the individual is:

7.3.2.1. Homebound; or

7.3.2.2. Temporarily homebound due to recovery from illness or injury.

7.3.2.3. In order for clients to be eligible to receive congregate meals and transportation, they must be age 60 or older. They must sign up for these services prior to

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receiving them. A written application is not required. Individuals who are less than 60 years of age may receive congregate meals if they are:

(1) The spouses of individuals who accompany them to the meal site;

(2) Individuals providing volunteer services at the congregate meal site during meal hours;

(3) Individuals with disabilities who reside at home with an individual who is receiving Title III services; and

(4) Individuals with disabilities under the age of 60 who are not older individuals, but who reside in housing facilities occupied by older individuals where congregate meals are provided.

7.3.3. Eligibility determination

The Contractor shall submit its policies and procedures for client eligibility determination for services to DHHS for review and approval, within 30 days of the start of each State Fiscal Year.

For Home Delivered Meals:
The Contractor shall provide a written notice of the eligibility decision, for individuals determined to be eligible to receive services, to the individual as soon as possible, but no later than 45 calendar days from the date of determination. This notice shall include:
1)The services to be provided, and when;
2)The eligibility period; and
3)Contact information for the contractor.

If the client is determined to not be eligible for service(s), the notice shall include:
1)The reason(s) for the denial;
2)A statement regarding the right of the individual or his or her authorized representative to request an informal resolution or appeal of the eligibility determination decision.
3)Contact information for requesting an appeal.

7.3.4. Redetermination of Service Eligibility.

The Contractor shall submit its policies and procedures for client eligibility redetermination for services to DHHS for review and approval, within 30 days of start of each State Fiscal Year.

For Home Delivered Meals:
1)The Contractor shall review the individual's service record annually while services are being provided. The review shall be completed within 30 days prior to the anniversary date on which eligibility began.
2)The Contractor shall make a decision to re-certify or terminate the individual's services based on the requirements contained in Title III and Title XX administrative rules and document the decision by making a notation in the individuals' service record.

7.3.5. Termination of Services.

Services shall be terminated when:
1)The individual or his or her authorized representative requests that the services be terminated;
2)The individual no longer meets the eligibility requirements for services;
3)Funding by the State for the service(s) is no longer available;
4)The individual did not reapply for services as required by program rules;
5)The individual has been admitted to a nursing home or residential care facility; or

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6) The individual is deceased.

7.3.6. Service Authorizations for Eligible Clients.
Once the client has been determined eligible to receive home delivered meals and congregate meals services, the contractor shall obtain a service authorization from DHHS in order to be reimbursed from this contract for allowable costs in providing services to that client. Transportation services do not require service authorizations.

7.3.6.1. The Contractor shall submit a completed Form 3502 "Contract Service Authorization-New Authorization" for each client who has been determined eligible to receive home delivered and/or congregate meals services. More than one service may be included on a Form 3502. The completed Form 3502 shall be submitted to:

Bureau of Data Management
129 Pleasant Street
Concord, NH 03301

7.4. Client Assessments

The contractor shall assess the individual's needs and develop written service plans, keep written progress notes; and monitor and adjust service plans to meet the individual's needs in accordance with NH Administrative Rule 500.

7.5. Person centered provision of services

The Contractor agrees to incorporate into its agency's functions, policies, staff-client interactions and in the provision of all services in this Agreement the following Guiding Principles for Person-Centered Planning Philosophy:

7.5.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
- 7.5.1.1. Individual's wishes, values, and beliefs are considered and respected.
- 7.5.1.2. Individual is listened to; needs and concerns are addressed.
- 7.5.1.3. Individual receives the information he/she needs to make informed decisions.

7.5.2. Planning is responsive to the individual. His or her preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.

7.5.3. Services are designed, scheduled, and delivered to best meet the needs and preferences of the individual.

7.5.4. The system is committed to excellence and quality improvement:

7.5.5. Individual rights are affirmed and protected.

7.5.6. Individuals are protected from exploitation, abuse, and neglect.

7.5.7. The service system is accessible, responsive, and accountable to the individual.

7.5.8. Person-centered planning may be incorporated into existing service plans or documents already being used by the contractor.

7.6. Staffing

The Contractor agrees to adhere to the following staffing requirements:

7.6.1. Provide sufficient staff to perform all tasks specified in this Agreement. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients and geographic area as identified in this Agreement.

7.6.2. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their

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respective positions. This includes keeping up-to-date personnel and training records and documentation of all individuals requiring licenses and/or certifications. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to DHHS within thirty days of approval of the Contract Agreement. The plan shall include but not be limited to:

7.6.3. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;
7.6.4. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;
7.6.5. A description of time frames necessary for obtaining staff replacements;
7.6.6. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience; and
7.6.7. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

7.7. Service Delivery Verification

The following are the performance measure reporting requirements for each service identified in Section 1.

1) Eligibility:
   a) The number of applications for home delivered meals and the number of requests for congregate meals and transportation and
      i) The number and percent of applicants found eligible for each service; and
      ii) The number and percent of applicants found ineligible for each service.
   The contractor will indicate the reasons applicants were found ineligible and what quality improvement activities are to be initiated to address concerns about eligibility.

2) Quality and Appropriateness:
   a) Plans of Care: For home delivered meals the number and percent of individuals' plans of care contain evidence of person-centered planning
      i) The number and percent of individuals who have experienced a safety-related incident or accident which occurs during times of face-to-face contact with the client(s); The number and percent of individuals for whom a report to Adult Protective Services was made.
   b) Experience: The number and percent of individuals surveyed (via telephone, mail, e-mail, or face-to-face) who report their experiences with their services and providers have been satisfactory or better.
   c) The contractor will indicate the reasons why:
      i) For home delivered meals, applicants' plans of care did not include evidence of person-centered planning;
      ii) Applicants experienced safety-related incidents which occurs during times of face-to-face contact with the client(s); Applicants were referred to Adult Protective Services; and
      iii) The number and percent of individuals surveyed who reported their experiences with their services and providers were not satisfactory or better.
   d) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about the quality and appropriateness of care.

3) The Contractor must survey a sample of participants for each contracted service and provide their survey methodology, in writing, to BEAS.
4) Service Delivery
   a) The number of open cases at the end of each reporting period, and
      i) The number and percent of days individuals did not receive a planned service(s) due to the service(s) not being available due to inadequate staffing or other related provider issue or due to lack of transportation, etc.

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b) The Contractor will indicate the reasons applicants did not receive their planned services.
c) The Contractor will describe the quality improvement activities to be initiated to address identified concerns about service delivery.

7.8. Reporting Requirements:

7.8. Reporting Requirements:
The Contractor shall complete quarterly reports on a pre-defined electronic form provided by the Department. Quarterly is defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30. The Contractor shall submit the quarterly reports to the Department by October 15, January 15, April 15, and July 15 as applicable to each State Fiscal Year in the contract period. The data will include, but not be limited to the following:

- Expenses by program service provided. Service is defined as Home Delivered Meals, Congregate Meals & Transportation;
- Revenue, by program service provided, by funding source;
- Actual Units served, by program service provided, by funding source;
- Number of unduplicated clients served, by service provided, by funding source;
- Number of Title III and Title XX clients served with non-BEAS funds;
- Unmet need/waiting list; and
- Lengths of time clients are on a waiting list.

In addition, the Contractor shall complete the Home-Delivered Data Form and the Transportation Data Form provided by the Department. The Contractor shall submit the Forms to the Department by January 31 and July 31 as applicable to each State Fiscal Year in the contract period. The data will include, but not be limited to the following:

For home-delivered meals:

- the number of meals served by client and by town;
- the number of meals served in the aggregate; and
- the number of miles related to the delivery of meals in the aggregate.

For transportation:

- the number of clients served by town and in the aggregate;
- the number of miles in the aggregate;
- the nature of the transportation. Nature is defined as medical appointment, shopping, etc...; and
- the occupancy rate per vehicle.

7.9. Client Fees and Donations

7.9.1. Title III Services

Except as provided in paragraph 7.9.3, the NH Administrative Rule He-E 502.12 allows Title III contractors to ask individuals receiving services for a voluntary donation towards the cost of the service and provides guidance for requesting donations. The donation is to be purely voluntary, and no one can be refused services if they are unable or unwilling to donate.

The Contractor is required to report the total amount of collected donations on the quarterly report sent to BEAS Finance.

7.9.2. Title XX Services

The Contractor may charge fees to individuals receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to individuals seeking services. The Contractor shall comply with the New Hampshire Administrative Rule He-E 501 when establishing and charging fees to individuals. In

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addition, the Contractor is required to report on the total amount of fees/income received for Title XX Services on the quarterly report sent to BEAS Finance.

7.9.2.1. The Contractor providing Title XX services may charge fees to clients, referred by APS staff, for whom reports of abuse, neglect, self-neglect and/or exploitation have not been founded. The Contractor is required to include the total amount of fees/income received for Title XX services, referred by APS staff, with the total amount of fees/income reported for Title XX Services, listed above, on the quarterly report sent to BEAS Finance.

7.9.3. Adult Protective Services

Under RSA 161-F: 42 et seq. BEAS provides protective services to incapacitated adults to prevent neglect, abuse or exploitation. When BEAS determines that an individual needs protective services as described in the Adult Protection Program NH Administrative Rules (He-E 700), the Contractor agrees that the payment received from BEAS for the specified services is payment in full for those services, and the provider agrees to refrain from making any attempt to secure additional reimbursement of any type from the individual for those services. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons in need of protective services.

7.9.3.2. Agencies providing Title III and/or Title XX services may not charge fees or ask donations from clients referred by the DHHS Adult Protective Services (APS) Program as long as these individuals remain active recipients of adult protective services as verified by Adult Protective Services staff.

7.10. Adult Protective Services

The Contractor will report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law.
The Contractor shall make a good faith effort to assure the provision of some level of services to those persons who the Department refers to the contracted agency and identifies the client in in need of protective services.
The Contractor shall follow the plan of care established by the APS social worker.
The contractor is expected to inform the referring APS staff of any changes in the individual's situation or other concerns, and the APS staffs are expected to inform the contractor of any information that may affect service provision.

7.11. E-Studio Electronic Information System

The Contractor shall be required to use BEAS' E-Studio electronic information system. E-Studio is BEAS' primary vehicle for uploading important information concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information. Contractor shall identify all of the key personnel who need to have E-Studio accounts to ensure that information from BEAS can be shared with the necessary agency staff. There is no cost to the contractor for BEAS to create an E-Studio account and no limit on the number of staff an agency identifies to have access to E-Studio. Contractor shall ensure that their E-Studio account(s) are kept current and that BEAS is notified when a staff member is no longer working in the program so his/her account can be terminated.

7.12. Criminal Background and Adult Protective Service Registry Checks

The contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services are required to complete a BEAS State Registry check before the staff member or volunteer begins providing services. In addition, all agency staff must undergo a NH Criminal Records Background check.

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7.12.1. Contractor shall conduct a New Hampshire criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact.

7.12.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49, which require the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry.

7.13. Grievance and Appeals

The Contractor must maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and staff. The Contractor shall have grievance system in place that includes a grievance process and any grievances filed are to be available to DHHS upon request. At a minimum the process shall include the following:

a) Client name,
b) type of service,
c) date of written grievance,
d) nature/subject of the grievance,
e) who in the agency reconsiders agency decisions,
f) what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.

7.14. Privacy and Security of Client Information

DHHS is the designated owner of all data and shall approve all access to that data. The Contractor shall not have ownership of State data at any time. The Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law. Privacy policy statements may be developed and amended from time to time by the State and will be appropriately displayed on the State portal. The Contractor shall provide sufficient security to protect the State and DHHS data in network, transit, storage and cache. In the event of breach, the contractor shall notify the Department within one day from the date of breach.

7.15. Culturally and Linguistically Appropriate Standards of Care

The Contractor shall ensure equal access to quality services under this contract by providing culturally and linguistically appropriate services according to the following guidelines:

- Assess the ethnic/cultural needs, resources and assets of their community.
- Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment or to those with disabilities.
- When feasible and appropriate, provide clients of minimal English skills with interpretation services.
- Offer clients a forum through which they have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may require a response.
- When feasible and appropriate, identify communication access needs for clients who may be deaf or hard of hearing, and/or have vision or speech impairment and develop an individual communication plan for clients to receive services.

7.16. Wait Lists

7.16.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. The contract agency shall maintain a wait list in accordance with NH Administrative Rules He-E 501 and 502 when funding or resources are not available to provide the requested services. A wait list includes at a minimum:

a) Each contract agency shall include the following information on its wait list:
   i) The individual's full name and date of birth;
   ii) The name of the service being requested;
   iii) The date upon which the individual applied for services which shall be the date the application was receive by the contract agency or BEAS;
   iv) The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
   v) The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services;
   vi) The individual's assigned priority on the wait list, determined in accordance with (b) below;
   vii) A brief description of the individual's circumstances and the services he or she needs.
b) The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
   i) Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
   ii) Declining mental or physical health of the caregiver;
   iii) Declining mental or physical health of the individual;
   iv) Individual has no respite services while living with a caregiver; and
   v) Length of time on the wait list.
   vi) When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.
   vii) Individuals who are being served under protective services RSA 161-F: 42-57 shall be given priority status on the waitlist and in accordance with He-E 501.14 (f) and He-E 502.13.
   viii) Individuals with adult protective needs in accordance with RSA 161-F: 42-57 shall be exempt from the wait list.
c) When an individual is placed on the wait list, the contract agency shall notify the individual in writing
d) The wait list must be maintained during the contract period and available to BEAS upon request.

7.17. Notice of Failure to meet Service Obligations

1) In the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date, the Contractor shall give at least a ninety (90) day prior written notice addressed to the Bureau Director, Bureau of Elderly and Adult Services, of such in ability to meet service obligations.
2) Examples of failure to meet service obligations may include, but are not limited to:
   a) Reducing hours of operation
   b) Changing a geographic service area
   c) Closing or opening a site
3) The written notification shall include the following:
   a) The reasons for the inability to deliver services;
   b) How service recipients and the community will be impacted if the contractor is unable to provide services
   c) How service recipients and the community will be notified; and
   d) The Contractor's plan to transition clients into other services or refer the clients to other agencies.
4) The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:
   a) Service(s) are terminated or planned to be terminated prior to the termination date of the contract;

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b) The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State;
c) The Contractor terminates a services or services for any reason;
d) The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

7.18. Transition Process

The Contractor shall have a transition process for clients in the event that they maybe transitioned between DHHS contracted providers and shall submit their written transition process to DHHS within thirty days of approval of the Contract Agreement. The process shall ensure

a) Uninterrupted delivery of services for clients;
b) A method of notifying clients and/or the community about the transition. A staff member shall be available to address questions about the transition.

7.19. Compliance with Laws and Regulations

Services and Administration of the program services shall be provided in accordance with the applicable federal and state laws, Title III and Title XX rules, policies and regulations adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.

7.20. Contract Monitoring

The Contractor shall:

7.20.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.

7.20.2. Ensure the Department is provided with access that includes but is not limited to:

a) Data
b) Financial records
c) Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
d) Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
e) Scheduled phone access to Contractor principals and staff
f) Timely unscheduled phone response by Contractor principals and staff.

7.21. Financial Integrity Maintenance

7.21.1. Financial Reporting Requirements: In addition to the requirement for the Contractor to provide annual audited financial statements, the Contractor will provide to the State quarterly interim Balance Sheet and Profit and Loss Statements for the Contractor including separate statements for related parties. Quarterly is defined as the period of July 1 to September 30, October 1 to December 31, and January 1 to March 31, and April 1 to June 30. The Contractor shall submit the quarterly statements to the Department by October 31, January 31, April 31, and July 31 as applicable to each State Fiscal Year in the contract period. All statements must be certified by an officer of the reporting entity.

7.21.2. Corrective Action and or Termination: If after review of the contractor submitted information, and based on the following risk assessment, the State at its sole discretion, the State may:

1. Require a corrective action plan for identified deficiencies, or
2. Terminate the contract for reasons of risk to continued operation, services, or deliverables as required by the terms of the contract.

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7.21.3. Absence of Risk Conditional Termination: This section does not negate any rights the State may have relative to the contract.

7.21.4. Risk Assessment Process:
The State will analyze the financial information provided by Contractor. Such analysis will include calculation of the ratios set forth in Table A. The weighted average of the ratios is used to calculate a risk score as follows:

- Low Risk 70% and Above
- Moderate Risk From 26% to 69%
- High Risk 25% and Below

7.21.5. Weighted Average: The process for the scoring is

1. Calculate the individual ratio for the Contractor
2. Divide Contractor ratio by the benchmark to determine percentage above or below benchmark
3. Multiply Contractor percentage by "Percentage Weight of Risk Score"
4. Add the scores for the ratios as determined for each ratio in Steps 1 to 3.

7.21.6. The State will provide, upon request, the Risk calculations for the Contractor.

Table A - Risk Analysis Assessment Ratios Matrix

Category	*Name of Ratio*	*Description*	*How it is Calculated*	*What the Ratio Measures*	*Benchmark*	*Percentage of Total Risk Assessment*
Liquidity	Current Ratio	This ratio compares the Current Assets with the Current Liabilities.	CURRENT ASSETS / CURRENT LIABILITIES	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a ratio, and represents 15% of the total risk assessment value.	1.0:1	10.0%
Liquidity	Days Expense in Working Capital	This ratio calculates the number of day's expense that the working capital can support.	(CURRENT ASSETS - CURRENT LIAB) / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed in "number of days" and represents 15% of the total risk assessment value.	30	10.0%

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Table A - Risk Analysis Assessment Ratios Matrix						
Category	***Name of Ratio***	***Description***	***How it is Calculated***	***What the Ratio Measures***	***Benchmark***	***Percentage of Total Risk Assessment***
Liquidity	Days of Revenue In Accounts Receivable	This ratio calculates the number of days of revenue that are in accounts receivable.	(ACCOUNTS RECEIVABLE) / (REVENUE/365)	This ratio measures the performance of the accounts receivable function and the timeliness of revenue collection. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in days.	30	10.0%
Operating Results	Return on Equity	This ratio is a representation of the increase or decrease in net assets from the prior year.	INCREASE IN NET ASSETS / NET ASSETS	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Operating Results	Operation Income to Revenue	This ratio compares the current year's operating income with the current year's revenue.	OPERATING INCOME / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	3%	10.0%

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Table A - Risk Analysis Assessment Ratios Matrix						
Category	***Name of Ratio***	***Description***	***How it is Calculated***	***What the Ratio Measures***	***Benchmark***	***Percentage of Total Risk Assessment***
Operating Results	Cash Flow % of Revenue	This ratio calculates the company's cash flow as a percentage of revenue.	(INCREASE IN NET ASSETS + DEPRECIATION) / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	2%	10.0%
Leverage	Debt to Equity	This ratio compares total debt to equity.	(TOTAL ASSETS - NET ASSETS)/NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a ratio and represents 5% of the total risk assessment value.	0.7:1	5.0%
Leverage	Long Term Debt to Equity	This ratio compares long term debt to equity.	LONG TERM DEBT / NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 5% of the total risk assessment value.	100%	5.0%
Leverage	Debt Ratio	This ratio compares total debt to total assets.	(TOTAL ASSETS - NET ASSETS)/TOTAL ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk	50%	10.0%

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Table A - Risk Analysis Assessment Ratios Matrix						
Category	***Name of Ratio***	***Description***	***How it is Calculated***	***What the Ratio Measures***	***Benchmark***	***Percentage of Total Risk Assessment***
				assessment value.		
Reserves	Cash Flow to Total Debt	This ratio compares cash flow to total debt.	(OP. SURPLUS + DEPRECIATION) / (TOTAL ASSETS - NET ASSETS)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Reserves	Days Expense in Available Net Assets	This ratio calculates the number of day's expense that the net assets of the company can support.	NET ASSETS / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in "number of days" and this represents 10% of the total risk assessment value.	90	10.0%
						100.0%

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Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions (Form P-37) of this Agreement in consideration for the Contractor's compliance with the terms and conditions of this Agreement and for the services provided by the Contractor pursuant to Exhibit A Amendment #1, Scope of Services.

2. The following terms and conditions detailed this Exhibit B Amendment #1 shall apply to all applicable services identified in Exhibit A Amendment #1, Paragraph 5, unless expressly stated otherwise.

3. The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A Amendment #1, Paragraph 5, according to the following reimbursement rates:

Reimbursement Rates	Unit Types
$4.85	Per Home Delivered Meal
$5.50	Per Congregate Meal
$8.75	Per Person per day for Transportation Services
$.30	Per mile

4. Payment for contracted services will be in accordance with Exhibit B-1, Exhibit B-2, and Exhibit B-3.

5. The General provisions (Form P-37) Block 1.6 Account Numbers are as follows:

   - 05-95-48-481010-78720000-512-500352
   - 05-95-48-481010-78720000-541-500383
   - 05-95-48-481010-78720000-544-500386
   - 05-95-48-481010-92550000-544-500386

6. This Contract is funded with federal funds made available under the Catalog of Federal domestic Assistance (CFDA) #'s, for the provision of services pursuant to Exhibit A Amendment #1, Scope of Services as follows:

   - 93.044 United States Department of Health and Human Services, Administration for Community, Living Special Programs for the Aging- Title IIIB
   - 93.045 United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging- Title IIIC-1
   - 93.045 United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging- Title IIIC-2
   - 93.667 United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant- Title XX

6.1. The Contractor agrees to provide the services in Exhibit A Amendment #1, Scope of Services in compliance with funding requirements.

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7. Notwithstanding paragraph 18 of the General Provisions (Form P-37), an amendment limited to the terms of Exhibit B-1, Exhibit B-2, and Exhibit B-3, to transfer the amount of units from one service to another can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

8. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT).

9. The DHHS may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in accordance with the requirements and scope of services in Exhibit A Amendment #1; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.

10. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of required reports, or Contractor Site Review Reports, the State may review all units served to clients and number of miles per client incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any units served to clients and number of miles per client incurred that are not determined to be allowable or are determined to be served to ineligible clients and shall, by written notice specifying the disallowed costs, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs.

11. Form Submission:
    Prior to submittal of an invoice for the following Title III funded services: Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

    Prior to submittal of an invoice for Title XX Meals the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.

12. Invoice Submission:
    12.1. Meals
    Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual meals served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.
    Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual meals served during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

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A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.

12.1.1. Meals Mileage

Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Contract Service Authorization Form (#3502) and Meal and Mileage Invoices shall be sent to:
NH Department of Health and Human Services
Data Management Unit
129 Pleasant St, P.O. Box 2000
Concord, NH 03301

12.2. Title III Transportation:

The Contractor shall complete and submit a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served (unit being per client, per day) during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit. In addition, the Contractor shall complete a monthly transportation form. The form will be a predefined electronic form supplied by DHHS.

12.2.1. Title III Transportation Mileage

The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title III Transportation and Mileage invoices and the monthly transportation form shall be submitted to:
Financial Management
DHHS Bureau of Elderly and Adult Services
129 Pleasant St, Brown Building
Concord NH 03301

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12.3. Contractor will have forty-five (45) days from the end of the contract period to submit final invoices to the Department for payment. Any adjustments made to a prior invoice, during these forty-five (45) days, will need to be accompanied by supporting documentation.

12.4. The DHHS will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.

12.5. The Contractor shall submit to DHHS the subcontractor's budget for review and approval. The Contractor shall submit to DHHS copies of their subcontractor's invoices for actual units served to clients and number of miles per client that support the requests for reimbursement, upon DHHS request.

Contractor Initials R.P.
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Contractor Name:	Ossipee Concerned Citizens, Inc.

Period:	7/1/15-6/30/16			7/1/16-9/30/16		
Funding Source and Service	Projected Number of Units	Projected Number of Miles	Total Maximum Amount Allowed by Funding Source	Projected Number of Units	Projected Number of Miles	Total Maximum Amount Allowed by Funding Source
Title III C-1 Congregate Meals	22,828	not applicable	$125,554.00	5,707	not applicable	$31,388.50
Title III C-2 Home Delivered Meals	25,200	54,288	$138,506.40	6,300	13,572	$34,626.60
Title XX Home Delivered Meals	26,804	59,072	$147,721.00	6,701	14,768	$36,930.25

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SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS
As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Ossipee Concerned Citizens, Inc.

5-5-15
Date

Priscilla Parsons
Name: Priscilla Parsons
Title: Chairman

Subject: Nutrition Services

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		**1.2 State Agency Address** 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Ossipee Concerned Citizens, Inc.		**1.4 Contractor Address** 3 Dore Street Center Ossipee, NH 03814	
1.5 Contractor Phone Number (603) 539-6851	**1.6 Account Number** See Exhibit B	**1.7 Completion Date** June 30, 2015	**1.8 Price Limitation** $386,275.40
1.9 Contracting Officer for State Agency Mary Maggioncalda, Administrator		**1.10 State Agency Telephone Number** 603-271-9096	
1.11 Contractor Signature H. James Dolan		**1.12 Name and Title of Contractor Signatory** H. James Dolan Chairman	

1.13 Acknowledgement: State of NH, County of Carroll

On 05/16/14, 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] Tracy J. Cozzin JP exp. 03-06-2018

1.13.2 Name and Title of Notary or Justice of the Peace

Tracy J. Cozzin - JP.

1.14 State Agency Signature Sheri L Rockburn	**1.15 Name and Title of State Agency Signatory** Sheri Rockburn Director

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution)

By: Mic. Bm On: 6/3/14

1.18 Approval by the Governor and Executive Council

By: On:

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials: _____
Date: 5/20/2014

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.
The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $2,000,000 per occurrence; and
14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials: YMD
Date: 5/22/2014

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials: _____
Date: 5/20/2014

Scope of Services

1. Purpose:

The contractor shall provide services in this contract to assist eligible people to live as independently as possible in safety and with dignity.

1.1. The services in this contract are intended for individuals who are not already receiving the same or similar services through one of DHHS' Medicaid Waiver Programs, who are eligible for other NH Medicaid services or who are receiving the same or similar services through the Veterans' Administration.

2. Contract Period:

The commencement date of this contract shall be effective July 1, 2014 or the date of G& C approval, whichever is later. The completion of this contract shall be June 30, 2015.

3. Population:

Services are for individuals who reside in independent living settings and who meet the eligibility criteria as follows:

3.1. Title III

Individuals who are age 60 and older and with the most economic or social needs as described in:

- Older Americans Act as amended, Section 305,(a)(2)(E) and
- Title III Older Americans Act Services: Title IIB- Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, and Title IIID- Disease Prevention and Health Promotion Services, NH Administrative Rule He-E 502.

3.2. Title XX 42 USC §1397 et seq.

Individuals who are age 60 and older or ages 18-59 who have a chronic illness or disability, and a maximum monthly income of $1,194 for calendar year 2014 as described in:

- The Social Services Block Grant (Title XX), NH Administrative Rule He-E 501.

4. Geographic Area to be served:

The Contractor shall provide and ensure delivery of the services listed in Paragraph 5 below to all eligible persons in the towns/cities listed in Geographic Area Exhibit A-1. Nothing in this Agreement shall be construed to limit the ability of the Contractor to provide said services to other eligible persons located in a town/city not listed in Exhibit A-1 when the Department requests the contractor to do so or when the contractor receives approval by the Department.

5. Services Provided in this Agreement

	Services		
	Home Delivered Meals Services	Congregate Meals Services	Transportation Services
Program:			
Title III	x	x	na
Title XX	x	na	na

An "x" denotes that the Contractor shall provide that service to eligible individuals in accordance with all applicable laws, rules, regulations and terms and conditions of this Agreement.

Contractors Initials KTD
Date: 5/30/14

6. Service descriptions

6.1. Home-Delivered Meals (funded through Titles III and XX) are delivered to a client at his/her home. A client must be homebound and unable to prepare his/her own meals. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the client including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. Providers Contractors must ensure assure that a visual contact is made with each client in his/her home on each day that meals are delivered as an assurance of the individual's safety, with the exception of meals designated as emergency meals or frozen meals which are delivered to clients in advance of anticipated inclement weather conditions or other adverse conditions.

6.2. Home Delivered Meals funded by Title XX shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX) incorporated by reference into this Agreement.

6.3. Home Delivered Meals funded by Title III shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.

6.4. The Contractor agrees to perform the following: receive inquiries and applications; determine eligibility; notify applicants of eligibility; maintain records for each recipient; train staff and volunteers; monitor and evaluate services; maintain financial records; submit reports as requested to the Bureau of Elderly and Adult Services.

6.5. Congregate Meals (Community Dining) (funded through Title III) are provided in community settings, where individuals travel to a designated site to share a meal with other individuals. Advance registration is not required, and individuals register when arriving at the meal site. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the individual including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. The Contractor shall provide congregate meals at the locations, hours, and days identified in Exhibit A-2.

6.6. Congregate Meals funded by Title III shall be provided according to the rules and policies of the Bureau of Elderly and Adult Services (BEAS), including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older Americans Act of 1965 as amended, incorporated by reference into this Agreement.

6.7. Transportation (funded through Title III) provides transport in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization. Title III Transportation services do not include pleasure excursions that charge individuals a fee for participation.

6.8. Transportation services funded by Title III shall be provided according to the rules and policies of BEAS, including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.

6.9. Transportation providers must be in compliance with all applicable Federal and State Department of Transportation and Department of Safety regulations. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500 and inspected in accordance with NH Administrative Rule Saf-C 3200. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing and NH Administrative Rule Saf-C 1800 Commercial drivers licensing, as applicable.

7. Service Compliance Requirements

7.1. Access to Services

7.1.1. Individuals access the services described in this contract through one of two ways. They may apply directly for services to the contractor or be referred to the contractor by the Adult Protective Services Program as a result of a substantiated report of neglect, abuse, or exploitation.

7.1.1.1. Client directly applies for services: The Contractor shall determine eligibility for these services in accordance with the rules and requirements of the Title III and Title XX Programs. The contractor shall determine the eligibility of the individual; and with the exception of Congregate Meals and Transportation, provide written notice of eligibility within 45 days from the date eligibility was determined, indicate what services are to be provided and their frequency, and indicate the beginning and end dates for individual's period of eligibility.

7.1.1.2. Client referred by Adult Protective Services (APS): The contractor does not take an application, determine or redetermine the client's eligibility or issue notifications. The client's case will be managed by the APS staff. The referral will a protective services plan that the APS worker puts into place to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, or exploitation.

7.2. Client Application/Request for Services

The Contractor shall complete an intake and application for services, in accordance with New Hampshire Administrative Rule He-E 500. Title XX Home-Delivered contractors shall use Form 3000 Application provided by DHHS. Title III Home-Delivered Meals contractors may use Form 3000 or a form of their own that includes the same information as the Form 3000. Congregate meals and transportation do not require an application per se but require participants to sign up for the service as a way to request the service. The Contractor submits these signature lists as verification that the service was provided.

7.3. Client Eligibility

7.3.1. The Contractor shall determine eligibility for services and shall be in compliance with both Title III and Title XX requirements regarding eligibility determination, notice of eligibility and the individual's period of eligibility as applicable.

7.3.2. In order for clients to be eligible to receive home-delivered meals through both Title III and Title XX, the client needs to demonstrate that he or she cannot prepare meals and that the individual is:

7.3.2.1. Homebound; or

7.3.2.2. Temporarily homebound due to recovery from illness or injury.

7.3.2.3. In order for clients to be eligible to receive congregate meals and transportation, they must be age 60 or older. They must sign up for these services prior to

receiving them. A written application is not required. Individuals who are less than 60 years of age may receive congregate meals if they are:

(1) The spouses of individuals who accompany them to the meal site;

(2) Individuals providing volunteer services at the congregate meal site during meal hours;

(3) Individuals with disabilities who reside at home with an individual who is receiving Title III services; and

(4) Individuals with disabilities under the age of 60 who are not older individuals, but who reside in housing facilities occupied by older individuals where congregate meals are provided.

7.3.3. Eligibility determination

The Contractor shall submit its policies and procedures for client eligibility determination for services to DHHS for review and approval, within 30 days of the start of each State Fiscal Year.

For Home Delivered Meals:
The Contractor shall provide a written notice of the eligibility decision, for individuals determined to be eligible to receive services, to the individual as soon as possible, but no later than 45 calendar days from the date of determination. This notice shall include:
1)The services to be provided, and when;
2)The eligibility period; and
3)Contact information for the contractor.

If the client is determined to not be eligible for service(s), the notice shall include:
1)The reason(s) for the denial;
2)A statement regarding the right of the individual or his or her authorized representative to request an informal resolution or appeal of the eligibility determination decision.
3)Contact information for requesting an appeal.

7.3.4. Redetermination of Service Eligibility.

The Contractor shall submit its policies and procedures for client eligibility redetermination for services to DHHS for review and approval, within 30 days of start of each State Fiscal Year.

For Home Delivered Meals:
1)The Contractor shall review the individual's service record annually while services are being provided. The review shall be completed within 30 days prior to the anniversary date on which eligibility began.
2)The Contractor shall make a decision to re-certify or terminate the individual's services based on the requirements contained in Title III and Title XX administrative rules and document the decision by making a notation in the individuals' service record.

7.3.5. Termination of Services.

Services shall be terminated when:
1)The individual or his or her authorized representative requests that the services be terminated;
2)The individual no longer meets the eligibility requirements for services;
3)Funding by the State for the service(s) is no longer available;
4)The individual did not reapply for services as required by program rules;
5)The individual has been admitted to a nursing home or residential care facility; or

6)The individual is deceased.

7.3.6. Service Authorizations for Eligible Clients.
Once the client has been determined eligible to receive home delivered meals and congregate meals services, the contractor shall obtain a service authorization from DHHS in order to be reimbursed from this contract for allowable costs in providing services to that client. Transportation services do not require service authorizations.

7.3.6.1. The Contractor shall submit a completed Form 3502 "Contract Service Authorization-New Authorization" for each client who has been determined eligible to receive home delivered and/or congregate meals services. More than one service may be included on a Form 3502. The completed Form 3502 shall be submitted to:

Bureau of Data Management
129 Pleasant Street
Concord, NH 03301

7.4. Client Assessments

The contractor shall assess the individual's needs and develop written service plans, keep written progress notes; and monitor and adjust service plans to meet the individual's needs in accordance with NH Administrative Rule 500.

7.5. Person centered provision of services

The Contractor agrees to incorporate into its agency's functions, policies, staff-client interactions and in the provision of all services in this Agreement the following Guiding Principles for Person-Centered Planning Philosophy:

7.5.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
- 7.5.1.1. Individual's wishes, values, and beliefs are considered and respected.
- 7.5.1.2. Individual is listened to; needs and concerns are addressed.
- 7.5.1.3. Individual receives the information he/she needs to make informed decisions.

7.5.2. Planning is responsive to the individual. His or her preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.

7.5.3. Services are designed, scheduled, and delivered to best meet the needs and preferences of the individual.

7.5.4. The system is committed to excellence and quality improvement:

7.5.5. Individual rights are affirmed and protected.

7.5.6. Individuals are protected from exploitation, abuse, and neglect.

7.5.7. The service system is accessible, responsive, and accountable to the individual.

7.5.8. Person-centered planning may be incorporated into existing service plans or documents already being used by the contractor.

7.6. Staffing

The Contractor agrees to adhere to the following staffing requirements:

7.6.1. Provide sufficient staff to perform all tasks specified in this Agreement. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients and geographic area as identified in this Agreement.

7.6.2. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their

respective positions. This includes keeping up-to-date personnel and training records and documentation of all individuals requiring licenses and/or certifications. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to DHHS within thirty days of approval of the Contract Agreement. The plan shall include but not be limited to:

7.6.3. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;

7.6.4. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;

7.6.5. A description of time frames necessary for obtaining staff replacements;

7.6.6. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience; and

7.6.7. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

7.7. Service Delivery Verification

The following are the performance measure reporting requirements for each service identified in Section 1.

1) Eligibility:

a) The number of applications for home delivered meals and the number of requests for congregate meals and transportation and

i) The number and percent of applicants found eligible for each service; and

ii) The number and percent of applicants found ineligible for each service.

The contractor will indicate the reasons applicants were found ineligible and what quality improvement activity(ies) is/are to be initiated to address concerns about eligibility.

2) Quality and Appropriateness:

a) Plans of Care: For home delivered meals the number and percent of individuals' plans of care contain evidence of person-centered planning

i) The number and percent of individuals who have experienced a safety-related incident or accident which occurs during times of face-to-face contact with the client(s); The number and percent of individuals for whom a report to Adult Protective Services was made.

b) Experience: The number and percent of individuals surveyed (via telephone, mail, e-mail, or face-to-face) who report their experiences with their services and providers have been satisfactory or better.

c) The contractor will indicate the reasons why:

i) For home delivered meals, applicants' plans of care did not include evidence of person-centered planning;

ii) Applicants experienced safety-related incidents which occurs during times of face-to-face contact with the client(s); Applicants were referred to Adult Protective Services; and

iii) The number and percent of individuals surveyed who reported their experiences with their services and providers were not satisfactory or better.

d) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about the quality and appropriateness of care.

3) The Contractor must survey a sample of participants for each contracted service and provide their survey methodology, in writing, to BEAS.

4) Service Delivery

a) The number of open cases at the end of each reporting period, and

i) The number and percent of days individuals did not receive a planned service(s) due to the service(s) not being available due to inadequate staffing or other related provider issue or due to lack of transportation, etc.

b) The Contractor will indicate the reasons applicants did not receive their planned services.
c) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about service delivery.

7.8. Reporting Requirements:

Contractors shall complete quarterly reports which will be a pre-defined electronic form supplied by DHHS. The report must be submitted by the 15th of the month following the quarter end. The data will include, but not be limited to the following:

- Expenses by program service provided. Service is defined as Home Delivered Meals, Congregate Meals & Transportation;
- Revenue, by program service provided, by funding source;
- Actual Units served, by program service provided, by funding source;
- Number of unduplicated clients served, by service provided, by funding source;
- Number of Title III and Title XX clients served with non-BEAS funds;
- Unmet need/waiting list; and,
- Lengths of time clients are on a waiting list.

In addition, the Contractor shall complete the Home-Delivered Data Form and the Transportation Data Form two (2) times per year. These forms will be due January 31, 2015 and July 31, 2015. The form will be a pre-defined electronic form supplied by DHHS. The data will include, but not be limited to the following:

For home-delivered meals:

- the number of meals served by client and by town;
- the number of meals served in the aggregate;
- the number of miles related to the delivery of meals in the aggregate.

For transportation:

- the number of clients served by town and in the aggregate;
- the number of miles in the aggregate;
- the nature of the transportation. Nature is defined as Medical appointment, shopping, etc...;
- the occupancy rate per vehicle.

7.9. Client Fees and Donations

7.9.1. Title III Services

Except as provided in paragraph 7.9.3, the NH Administrative Rule He-E 502.12 allows Title III contractors to ask individuals receiving services for a voluntary donation towards the cost of the service and provides guidance for requesting donations. The donation is to be purely voluntary, and no one can be refused services if they are unable or unwilling to donate.

The Contractor is required to report the total amount of collected donations on the quarterly report sent to BEAS Finance.

7.9.2. Title XX Services

The Contractor may charge fees to individuals receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to individuals seeking services. The Contractor shall comply with the New Hampshire Administrative Rule He-E 501 when establishing and charging fees to individuals. In addition, the Contractor is required to report on the total amount of fees/income received for Title XX Services on the quarterly report sent to BEAS Finance.

7.9.2.1. The Contractor providing Title XX services may charge fees to clients referred by APS staff for whom reports of abuse, neglect, self-neglect and/or exploitation have not been founded. The Contractor is required to include the total amount of fees/income received for Title XX services, referred by APS staff, with the total amount of fees/income reported for Title XX Services, listed above, on the quarterly report sent to BEAS Finance.

7.9.3. Adult Protective Services

Under RSA 161-F: 42 et seq. BEAS provides protective services to incapacitated adults to prevent neglect, abuse or exploitation. When BEAS determines that an individual needs protective services as described in the Adult Protection Program NH Administrative Rules (He-E 700), the Contractor agrees that the payment received from BEAS for the specified services is payment in full for those services, and the provider agrees to refrain from making any attempt to secure additional reimbursement of any type from the individual for those services. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons in need of protective services.

7.9.3.2. Agencies providing Title III and/or Title XX services may not charge fees or ask donations from clients referred by the DHHS Adult Protective Services (APS) Program as long as these individuals remain active recipients of adult protective services as verified by Adult Protective Services staff.

7.10. Adult Protective Services

The Contractor will report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law.
The Contractor shall make a good faith effort to assure the provision of some level of services to those persons who the Department refers to the contracted agency and identifies the client in in need of protective services.
The Contractor shall follow the plan of care established by the APS social worker.
The contractor is expected to inform the referring APS staff of any changes in the individual's situation or other concerns, and the APS staffs are expected to inform the contractor of any information that may affect service provision.

7.11. E-Studio Electronic Information System

The Contractor shall be required to use BEAS' E-Studio electronic information system. E-Studio is BEAS' primary vehicle for uploading important information concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information. Contractor shall identify all of the key personnel who need to have E-Studio accounts to ensure that information from BEAS can be shared with the necessary agency staff. There is no cost to the contractor for BEAS to create an E-Studio account and no limit on the number of staff an agency identifies to have access to E-Studio. Contractor shall ensure that their E-Studio account(s) are kept current and that BEAS is notified when a staff member is no longer working in the program so his/her account can be terminated.

7.12. Criminal Background and Adult Protective Service Registry Checks

The contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services are required to complete a BEAS State Registry check before the staff member or volunteer begins providing services. In addition, all agency staff must undergo a NH Criminal Records Background check.

7.12.1. Contractor shall conduct a New Hampshire criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact.

7.12.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49, which require the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry.

7.13. Grievance and Appeals

The Contractor must maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and staff. The Contractor shall have grievance system in place that includes a grievance process and any grievances filed are to be available to DHHS upon request. At a minimum the process shall include the following:

a) Client name,
b) type of service,
c) date of written grievance,
d) nature/subject of the grievance,
e) who in the agency reconsiders agency decisions,
f) what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.

7.14. Privacy and Security of Client Information

DHHS is the designated owner of all data and shall approve all access to that data. The Contractor shall not have ownership of State data at any time. The Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law. Privacy policy statements may be developed and amended from time to time by the State and will be appropriately displayed on the State portal. The Contractor shall provide sufficient security to protect the State and DHHS data in network, transit, storage and cache. In the event of breach, the contractor shall notify the Department within one day from the date of breach.

7.15. Culturally and Linguistically Appropriate Standards of Care

The Contractor shall ensure equal access to quality services under this contract by providing culturally and linguistically appropriate services according to the following guidelines:

- Assess the ethnic/cultural needs, resources and assets of their community.
- Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment or to those with disabilities.
- When feasible and appropriate, provide clients of minimal English skills with interpretation services.
- Offer clients a forum through which they have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may require a response.
- When feasible and appropriate, identify communication access needs for clients who may be deaf or hard of hearing, and/or have vision or speech impairment and develop an individual communication plan for clients to receive services.

7.16. Wait Lists

7.16.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. The contract agency shall maintain a wait list in accordance with NH Administrative Rules He-E 501 and 502 when funding or resources are not available to provide the requested services. A wait list includes at a minimum:

a) Each contract agency shall include the following information on its wait list:
   i) The individual's full name and date of birth;
   ii) The name of the service being requested;
   iii) The date upon which the individual applied for services which shall be the date the application was receive by the contract agency or BEAS;
   iv) The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
   v) The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services;
   vi) The individual's assigned priority on the wait list, determined in accordance with (b) below;
   vii) A brief description of the individual's circumstances and the services he or she needs.
b) The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
   i) Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
   ii) Declining mental or physical health of the caregiver;
   iii) Declining mental or physical health of the individual;
   iv) Individual has no respite services while living with a caregiver; and
   v) Length of time on the wait list.
   vi) When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.
   vii) Individuals who are being served under protective services RSA 161-F: 42-57 shall be given priority status on the waitlist and in accordance with He-E 501.14 (f) and He-E 502.13.
   viii) Individuals with adult protective needs in accordance with RSA 161-F: 42-57 shall be exempt from the wait list.
c) When an individual is placed on the wait list, the contract agency shall notify the individual in writing
d) The wait list must be maintained during the contract period and available to BEAS upon request.

7.17. **Notice of Failure to meet Service Obligations**

1) In the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date, the Contractor shall give at least a ninety (90) day prior written notice addressed to the Bureau Director, Bureau of Elderly and Adult Services, of such in ability to meet service obligations.
2) Examples of failure to meet service obligations may include, but are not limited to:
   a) Reducing hours of operation
   b) Changing a geographic service area
   c) Closing or opening a site
3) The written notification shall include the following:
   a) The reasons for the inability to deliver services;
   b) How service recipients and the community will be impacted if the contractor is unable to provide services
   c) How service recipients and the community will be notified; and
   d) The Contractor's plan to transition clients into other services or refer the clients to other agencies.
4) The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:
   a) Service(s) are terminated or planned to be terminated prior to the termination date of the contract;

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Date: 5/30/14

b) The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State;
c) The Contractor terminates a services or services for any reason;
d) The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

7.18. Transition Process

The Contractor shall have a transition process for clients in the event that they maybe transitioned between DHHS contracted providers and shall submit their written transition process to DHHS within thirty days of approval of the Contract Agreement. The process shall ensure

a) Uninterrupted delivery of services for clients;
b) A method of notifying clients and/or the community about the transition. A staff member shall be available to address questions about the transition.

7.19. Compliance with Laws and Regulations

Services and Administration of the program services shall be provided in accordance with the applicable federal and state laws, Title III and Title XX rules, policies and regulations adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.

7.20. Contract Monitoring

The Contractor shall:

7.20.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.

7.20.2. Ensure the Department is provided with access that includes but is not limited to:

a) Data
b) Financial records
c) Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
d) Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
e) Scheduled phone access to Contractor principals and staff
f) Timely unscheduled phone response by Contractor principals and staff.

7.21. Financial Integrity Maintenance

7.21.1. Financial Reporting Requirements: In addition to the requirement for Contractor to provide annual audited financial statements, the Contractor agrees to provide quarterly to the State, interim Balance Sheet and Profit and Loss Statements for the Contractor to including separate statements for related parties. All statements must be certified by an officer of the reporting entity.

7.21.2. Corrective Action and or Termination: If after review of the contractor submitted information, and based on the following risk assessment, the State at its sole discretion, the State may:

1. Require a corrective action plan for identified deficiencies, or
2. Terminate the contract for reasons of risk to continued operation, services, or deliverables as required by the terms of the contract.

7.21.3. Absence of Risk Conditional Termination: This section does not negate any rights the State may have relative to the contract.

7.21.4. Risk Assessment Process:

The State will analyze the financial information provided by Contractor. Such analysis will include calculation of the ratios set forth in Table A. The weighted average of the ratios is used to calculate a risk score as follows:

- Low Risk 70% and Above
- Moderate Risk From 26% to 69%
- High Risk 25% and Below

7.21.5. Weighted Average: The process for the scoring is

1. Calculate the individual ratio for the Contractor
2. Divide Contractor ratio by the benchmark to determine percentage above or below benchmark
3. Multiply Contractor percentage by "Percentage Weight of Risk Score"
4. Add the scores for the ratios as determined for each ratio in Steps 1 to 3.

7.21.6. The State will provide, upon request, the Risk calculations for the Contractor.

Table A - Risk Analysis Assessment Ratios Matrix

Category	*Name of Ratio*	*Description*	*How it is Calculated*	*What the Ratio Measures*	*Benchmark*	*Percentage of Total Risk Assessment*
Liquidity	Current Ratio	This ratio compares the Current Assets with the Current Liabilities.	CURRENT ASSETS / CURRENT LIABILITIES	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a ratio, and represents 15% of the total risk assessment value.	1.0:1	10.0%
Liquidity	Days Expense in Working Capital	This ratio calculates the number of day's expense that the working capital can support.	(CURRENT ASSETS - CURRENT LIAB) / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed in "number of days" and represents 15% of the total risk assessment value.	30	10.0%

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Table A - Risk Analysis Assessment Ratios Matrix						
Category	***Name of Ratio***	***Description***	***How it is Calculated***	***What the Ratio Measures***	***Benchmark***	***Percentage of Total Risk Assessment***
Liquidity	Days of Revenue In Accounts Receivable	This ratio calculates the number of days of revenue that are in accounts receivable.	(ACCOUNTS RECEIVABLE) / (REVENUE/365)	This ratio measures the performance of the accounts receivable function and the timeliness of revenue collection. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in days.	30	10.0%
Operating Results	Return on Equity	This ratio is a representation of the increase or decrease in net assets from the prior year.	INCREASE IN NET ASSETS / NET ASSETS	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Operating Results	Operation Income to Revenue	This ratio compares the current year's operating income with the current year's revenue.	OPERATING INCOME / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	3%	10.0%

Contractors Initials: NH
Date: 5/20/14

Table A - Risk Analysis Assessment Ratios Matrix						
Category	*Name of Ratio*	*Description*	*How it is Calculated*	*What the Ratio Measures*	*Benchmark*	*Percentage of Total Risk Assessment*
Operating Results	Cash Flow % of Revenue	This ratio calculates the company's cash flow as a percentage of revenue.	(INCREASE IN NET ASSETS + DEPRECIATION) / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	2%	10.0%
Leverage	Debt to Equity	This ratio compares total debt to equity.	(TOTAL ASSETS - NET ASSETS)/NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a ratio and represents 5% of the total risk assessment value.	0.7:1	5.0%
Leverage	Long Term Debt to Equity	This ratio compares long term debt to equity.	LONG TERM DEBT / NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 5% of the total risk assessment value.	100%	5.0%
Leverage	Debt Ratio	This ratio compares total debt to total assets.	(TOTAL ASSETS - NET ASSETS)/TOTAL ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk	50%	10.0%

Contractors Initials MD
Date: 5/26/14

Table A - Risk Analysis Assessment Ratios Matrix						
Category	*Name of Ratio*	*Description*	*How it is Calculated*	*What the Ratio Measures*	*Benchmark*	*Percentage of Total Risk Assessment*
				assessment value.		
Reserves	Cash Flow to Total Debt	This ratio compares cash flow to total debt.	(OP. SURPLUS + DEPRECIATION) / (TOTAL ASSETS - NET ASSETS)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Reserves	Days Expense in Available Net Assets	This ratio calculates the number of day's expense that the net assets of the company can support.	NET ASSETS / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in "number of days" and this represents 10% of the total risk assessment value.	90	10.0%
						100.0%

7.22. **Agreement Elements**

The Agreement between the parties shall consist of the following: General Provisions (P-37), Exhibit A Scope of Services, Exhibit A-1 Geographic Area, Exhibit A-2 Congregate Meal Sites, Exhibit B Method and Conditions Precedent to Payment, Exhibits B-1, B-2 and B-3, Exhibit C Special Provisions, Exhibit C-1 Additional Special Provisions, Exhibit D Certification Regarding Drug-Free Workplace, Exhibit E Certification Regarding Lobbying, Exhibit F Certification Regarding Debarment, Suspension and Other Responsibility Matters, Exhibit G Certification Regarding the American's With Disabilities Act Compliance, Exhibit H Certification Regarding Environmental Tobacco Smoke, Exhibit I Health Insurance Portability and Accountability Act Business Associate Agreement, Exhibit J Certification Regarding The Federal Funding Accountability and Transparency Act Compliance. In the event of any conflict or contradiction between or among the Agreement documents, the documents shall control in the above order of precedence.

Exhibit A-1
July 1, 2014 through June 30, 2015
GEOGRAPHIC AREA FORM

RFP # 14-DHHS-DCBCS-BEAS-05
Contractors's name: Ossipee Concerned citizens

Name of Service	County/Counties	Towns/Cities where Services will be offered
Nutrtion Congrgrate	Carrol	Moultonboro
		Ossipee
		Sandwhich
		Tamworth
Nutrtion Home Delivered	Carrol	Effingham
		Freedom
		Moultonboro
		Ossipee
		Sandwhich
		Tamoworth
		Wakefield

Contractors Initials: JD
Date: 5/30/14

Exhibit A-2
July 1, 2014 through June 30, 2015

APPENDIX E

RFP # 14-DHHS-DCBCS-BEAS-05

CONGREGATE SITE INFORMATION

Contractors's name: Ossipee Concerned Citizens

Site Name	Location	Dining Hours	Days of Week (name days)	Average Number of Meals Expected to Serve per Day	Date of Most Recent Inspections	
					Fire	Health
Ossipee Crossings	3 Dore st CTR ossipee N.H 03814	12pm-1pm	Monday Tuesday Wednesday Thursday Friday	48	4/14/2014	1/13/2014
Moultonboro lions club	139 old RT 109 Moultonboro N.H	12pm-12:30pm	Monday Tuesday Wednesday Thursday	40	2/11/2014	2/4/2014
Benz Center	Main Street CTR Sandwhich	12pm-12:30pm	Wednesday	25	5/28/2014	N A
Town House	Town House RD Tamworth N.H	12pm-1pm	Monday	14	4/29/2013	N A

Contractors Initials:
Date: 5/23/14

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions (P-37) of this Agreement for the services provided by the Contractor pursuant to Exhibit A, Scope of Services and for the period beginning July 1, 2014 or the date of G&C approval, whichever is later. The completion date of this contract shall be June 30, 2015, block 1.7 of the P-37.

2. Service(s) provided in this Agreement: The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A, Paragraph 5. The following terms and conditions detailed below in this Exhibit B shall apply to all services unless expressly stated otherwise.

3. Payment for contracted services will be made up to the total maximum allowable funding identified in Column D of Exhibits B-1 and B-3, and Column C of Exhibit B-2 and based on the following reimbursement rates:

   3.1. $4.85 per home delivered meal
   3.2. $5.50 per congregate meal
   3.3. $8.75 per person per day for Transportation Services
   3.4. .30 cents per mile

4. The General provisions (P-37) Section 1.6 Account Numbers for funding under this contract including identification of the funding source (name of Grantor and Catalog of Federal Domestic Assistance (CFDA) number) are as follows:

Service	Funding Name	Funding Source	CFDA #	State of NH Account Number
Transportation	Special Programs for the Aging- Title IIIB	ACL	93.044	05-95-48-481010-78720000-512-500352
Nutrition Services	Special Programs for the Aging- Title IIIC	ACL	93.045	05-95-48-481010-78720000-541-500383
Nutrition Services: Home Delivered Meals	Social Services Block Grant- Title XX	U.S. Dept of Health & Human Services	93.667	05-95-48-481010-92550000-544-500386

5. Notwithstanding paragraph 18 of the P-37, an amendment limited to the terms of Exhibit B-1, B-2, and B-3 to transfer the amount of units from one service to another can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

6. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT).

7. The DHHS may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in

Contractor Initials _____
Date 5/30/14

accordance with the requirements and scope of services in Exhibit A; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.

8. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of required reports, or Contractor Site Review Reports, the State may review all units served to clients and number of miles per client incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any units served to clients and number of miles per client incurred that are not determined to be allowable or are determined to be served to ineligible clients and shall, by written notice specifying the disallowed costs, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs.

9. Form Submission:
Prior to submittal of an invoice for the following Title III funded services: Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

Prior to submittal of an invoice for Title XX Meals the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.

10. Invoice Submission:

10.1. Meals

Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual meals served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual meals served during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.

10.1.1. Meals Mileage

Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Contract Service Authorization Form (#3502) and Meal and Mileage Invoices shall be sent to:
NH Department of Health and Human Services
Data Management Unit
129 Pleasant St, P.O. Box 2000
Concord, NH 03301

10.2. Title III Transportation:
The Contractor shall complete and submit a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served (unit being per client, per day) during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit. In addition, the Contractor shall complete a monthly transportation form. The form will be a predefined electronic form supplied by DHHS.

10.2.1. Title III Transportation Mileage
The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title III Transportation and Mileage invoices and the monthly transportation form shall be submitted to:
Financial Management
DHHS Bureau of Elderly and Adult Services
129 Pleasant St, Brown Building
Concord NH 03301

10.3. Contractor will have forty-five (45) days from the end of the contract period to submit final invoices to the Department for payment. Any adjustments made to a prior invoice, during these forty-five (45) days, will need to be accompanied by supporting documentation.

10.4. The DHHS will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.

10.5. The Contractor shall submit to DHHS the subcontractor's budget for review and approval. The Contractor shall submit to DHHS copies of their subcontractor's invoices for actual units served to clients and number of miles per client that support the requests for reimbursement, upon DHHS request.

Exhibit B-1
Home Delivered Meals
July 1. 2014 through June 30, 2015

OSSIPEE CONCERNED CITIZENS			
Col. A	Col. B	Col. C	Col. D
Funding	Projected Number of Home Delivered Meals	Projected Number of Miles	Total maximum Amount Allowed by Funding
Title III C2	25,200	13,572	$ 126,291.60
Title XX	26,804	14,768	$ 134,429.80

Contractors Initials: KD
Date: 5/30/14

Exhibit B-2
Congregate Meals
July 1, 2014 through June 30, 2015

OSSIPEE CONCERNED CITIZENS		
Col. A	Col. B	Col. C
Funding	Projected Number of Congregate Meals	Total Maximum Amount Allowed by Funding
Title III C1	22,828	$ 125,554.00

Contractors Initials: [illegible]
Date: 5/20/14

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party fundors for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party fundors, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to

subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function

16.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate

16.3. Monitor the subcontractor's performance on an ongoing basis

16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

16.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.

   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. **Contract Extension:** The Department reserves the right to extend the completion date of the contract for up to two years to be exercised by mutual agreements by the parties, upon availability of funding, acceptable performance of the Statement of Work, and subsequent approval by the Governor and Executive Council.

4. **CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS:**

   4.1 This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L.112–239) and FAR 3.908.

Contractors Initials: NM
Date 5/20/14

4.2 The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

4.3 The Contractor shall insert the substance of this clause, including this paragraph (4.3), in all subcontracts over the simplified acquisition threshold.

Contractors Initials: HMD
Date: 5/30/14

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   1.2. Establishing an ongoing drug-free awareness program to inform employees about
      1.2.1. The dangers of drug abuse in the workplace;
      1.2.2. The grantee's policy of maintaining a drug-free workplace;
      1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
      1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
      1.4.1. Abide by the terms of the statement; and
      1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
  1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name: Ossipee Concerned Citizens, Inc.

5/30/14
Date

Name: H. James Dolan
Title: Chairman

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor Name: Ossipee Concerned Citizens, Inc.

5/20/14
Date

Name: H. James Dolan
Title: Chairman

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Ossipee Concerned Citizens, Inc.

5/20/14
Date

H. James Dolan
Name: H. James Dolan
Title: Chairman

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Contractor Name: Ossipee Concerned Citizens, Inc.

6/20/2014
Date

Name: H. James Dolan
Title: Chairman

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Nutrition and Transportation Contract

This second Amendment to the Nutrition and Transportation contract (hereinafter referred to as "Amendment #2") dated April 14, 2016, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Rockingham Nutrition and Meals on Wheels Program, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 106 North Road, Brentwood, NH, 03833.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 18, 2014 (Item #109) (hereinafter referred to as the "Contract"), and amended by an agreement (Amendment #1) approved on June 10, 2015 (Item #21) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Department and the Contractor agree to change the per person per day transportation rate and per mile rate within the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #2, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.

2. Replace Exhibit B Amendment #1, Section 3 as follows:

    3. The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A Amendment #1, Paragraph 5, according to the following reimbursement rates:

Reimbursement Rates	Unit Types
$4.85	Per Home Delivered Meal
$5.50	Per Congregate Meal
$9.32	Per Person per day for Transportation Services
$.54	Per mile

Contractor Initials: _____
Date: 4/22/16

3. Replace Exhibit B-4 Title III C-1 Congregate Meals 7/1/15 – 6/30/16 and 7/1/16 – 9/30/16 Total Maximum Amount Allowed by Funding Source with $247,500.00 and $61,875.00, respectively.

4. Replace Exhibit B-4 Title III C-2 Home Delivered Meals 7/1/15 – 6/30/16 and 7/1/16 – 9/30/16 Total Maximum Amount Allowed by Funding Source with $663,679.20 and $165,919.80, respectively.

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/18/16
Date

NAME Marilee Nihan, MBA
TITLE Deputy Commissioner

Rockingham Nutrition and Meals on Wheels Program, Inc.

4/22/2016
Date

NAME Debra Perun
TITLE Executive Director

Acknowledgement:
State of New Hampshire County of Rockingham on April 22, 2016, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Name and Title of Notary or Justice of the Peace
JAYMIE L. CHAGNON
Notary Public - New Hampshire
My Commission Expires January 27, 2021

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/23/14
Date

Name: Megan A. Lilly
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ROCKINGHAM NUTRITION AND MEALS ON WHEELS PROGRAM, INC. is a New Hampshire nonprofit corporation formed October 30, 1978. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 14th day of April, A.D. 2015

William M. Gardner
Secretary of State

NEW HAMPSHIRE

Corporation Division

Search
By Business Name
By Business ID
By Registered Agent
Annual Report
File Online
Guidelines
Name Availability
Name Appeal Process

Date: 4/21/2016

Filed Documents

(Annual Report History, View Images, etc.)

Business Name History

Name	Name Type
ROCKINGHAM NUTRITION AND MEALS ON WHEELS PROGRAM, INC.	Legal
ROCKINGHAM COUNTY NUTRITION PROGRAM	Prev Legal

Non-Profit Corporation - Domestic - Information

Business ID:	66243
Status:	Good Standing
Entity Creation Date:	10/30/1978
Principal Office Address:	106 North Road Brentwood NH 03833
Principal Mailing Address:	106 North Rd Brentwood NH 03833
Expiration Date:	Perpetual
Last Annual Report Filed Date:	1/6/2015
Last Annual Report Filed:	2015

Registered Agent

Agent Name:	
Office Address:	No Address
Mailing Address:	No Address

Important Note: The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.

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CERTIFICATE OF VOTE

I, Sallyann Hawko, Board Secretary, do hereby certify that:

(Name of the elected Officer of the Agency cannot be contract signatory)

1. I am a duly elected Officer of Rockingham Nutrition & Meals on Wheels Program

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of

the Agency duly held on June 18, 2015:

(Date)

RESOLVED: That the Chairman, Vice-Chairman, Treasurer, or Executive Director

(Name and Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of

the third day of May, 2016.

(Date Contract Signed)

4. Debra Perou is the duly elected Executive Director

(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Sallyann Hawko

(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Rockingham

The forgoing instrument was acknowledged before me this third day of May, 2016,

By Sallyann Hawko, Board Secretary.

(Name of Elected Officer of the Agency)

Cynthia E. Mielke

(Notary Public/Justice of the Peace)

Commission Expires: _____

CYNTHIA E. MIELKE, Notary Public
New Hampshire
My Commission Expires March 13, 2020

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/18/2016

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	CONTACT NAME: Lisa Lee
Avery Insurance 21 South Main Street PO Box 1510 Wolfeboro NH 03894-1510	PHONE (A/C, No, Ext): (603) 569-2515 FAX (A/C, No): (603) 569-4266 E-MAIL ADDRESS: lisal@averyinsurance.net
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: Mass Bay — 22306
INSURED	INSURER B: Hanover Insurance — 22292
Rockingham Nutrition and Meals on Wheels Program Inc 106 North Rd Brentwood NH 03833	INSURER C: Wesco INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** CL1592505059 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			ZDVA09999702	9/8/2015	9/8/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Professional Liability	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 3,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			AWVA098780	9/8/2015	9/8/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Medical payments	$ 1,000,000 $ $ $ $ 5,000
B	X UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			UHV A32987602	9/8/2015	9/8/2016	EACH OCCURRENCE AGGREGATE 	$ 2,000,000 $ 2,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [n] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			3A: NH WWC3155738	9/8/2015	9/8/2016	PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage as per terms and conditions of policy.

CERTIFICATE HOLDER

Department of Health and Human Services
129 Pleasant St
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Thomas O'Dowd/DMR

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ROCKINGHAM NUTRITION & MEALS ON WHEELS PROGRAM

~ Meals And Services For The Elderly Since 1978 ~

Agency Mission Statement:

RNMOW provides nutritious meals and beneficial support services to older and disabled residents of Rockingham County who need assistance to help them preserve long term health, well-being, and independence.

106 North Road Brentwood, NH 03833 Phone: 603-679-2201 Fax: 603-679-2206 Web: RockinghamMealsonWheels.Org E-Mail: Admin@RNMOW.Org

ROCKINGHAM NUTRITION AND MEALS ON WHEELS PROGRAM

BRENTWOOD, NEW HAMPSHIRE

FINANCIAL REPORT

JUNE 30, 2015

ROCKINGHAM NUTRITION AND MEALS ON WHEELS PROGRAM
FINANCIAL REPORT

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SHAHEEN, PALLONE & ASSOCIATES
A PROFESSIONAL CORPORATION OF CERTIFIED PUBLIC ACCOUNTANTS

861 TURNPIKE STREET, NORTH ANDOVER, MA 01845
(978) 686-7200 FAX (978) 686-4314
www.sp-cpa.com

INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Rockingham Nutrition and Meals on Wheels Program
Brentwood, New Hampshire

Report on the Financial Statements

We have audited the accompanying financial statements of Rockingham Nutrition and Meals on Wheels Program (a nonprofit organization) which comprise the statement of financial position as of June 30, 2015, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Rockingham Nutrition and Meals on Wheels Program as of June 30, 2015, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated October 27, 2015, on our consideration of Rockingham Nutrition and Meals on Wheels Program's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Rockingham Nutrition and Meals on Wheels Program's internal control over financial reporting and compliance.

Shaheen, Pallone & Associates, P.C.

North Andover, Massachusetts
October 27, 2015

ROCKINGHAM NUTRITION AND MEALS ON WHEELS PROGRAM

STATEMENT OF FINANCIAL POSITION

JUNE 30, 2015

ASSETS

Current Assets	
Cash and cash equivalents	$ 1,093,669
Investments	532,643
Grants, contract funds and accounts receivable	202,847
Prepaid expenses	5,044
Total Current Assets	1,834,203
Property and equipment, net	28,939
Total Assets	$ 1,863,142

LIABILITIES AND NET ASSETS

Current Liabilities	
Accounts payable	$ 35,321
Accrued expenses	139,460
Deferred revenue	12,811
Total Liabilities	187,592
Net Assets	
Unrestricted:	
Operating	596,050
Board Designated	1,069,000
Temporarily Restricted	10,500
Total Net Assets	1,675,550
Total Liabilities and Net Assets	$ 1,863,142

The accompanying notes are an integral part of the financial statements.

ROCKINGHAM NUTRITION AND MEALS ON WHEELS PROGRAM

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED JUNE 30, 2015

	Unrestricted	Temporarily Restricted	Total
Public Support and Revenue			
Bureau of Elderly and Adult Services IIIC	$ 911,177	$ -	$ 911,177
Bureau of Elderly and Adult Services IIIB	181,685	-	181,685
Bureau of Elderly and Adult Services XX	545,706	-	545,706
HCBC	188,031	-	188,031
NSIP	207,467	-	207,467
Rockingham County and Local Municipal Government Grants	207,333	-	207,333
Site Donations	315,159	-	315,159
Fundraising Revenue and Other Donations	235,036	21,000	256,036
United Way	52,851	-	52,851
Other Income	19,982	-	19,982
In-Kind Revenue	181,226	-	181,226
Net assets released from restrictions	21,000	(21,000)	-
Total Public Support and Revenue	3,066,653	-	3,066,653
Net Unrealized Gain on Investments	3,087	-	3,087
Total Revenues, Gains and Other Support	3,069,740	-	3,069,740
Expenses			
Program Services			
Congregate	344,234	-	344,234
Home Meals	2,034,792	-	2,034,792
Transportation	187,045	-	187,045
Total Program Services	2,566,071	-	2,566,071
Supporting Services			
Management and General	254,922	-	254,922
Fundraising	20,579	-	20,579
Total Supporting Services	275,501	-	275,501
Total Expenses	2,841,572	-	2,841,572
Change in Net Assets	228,168	-	228,168
Net Assets - Beginning of Year	1,436,882	10,500	1,447,382
Net Assets - End of Year	$ 1,665,050	$ 10,500	$ 1,675,550

The accompanying notes are an integral part of the financial statements.

ROCKINGHAM NUTRITION AND MEALS ON WHEELS PROGRAM

STATEMENT OF FUNCTIONAL EXPENSES

FOR THE YEAR ENDED JUNE 30, 2015

	Program Services				Supporting Services			
	Congregate	Home Meals	Transportation	Total Program Services	Management and General	Fundraising	Total Supporting Services	Total Expenses
Contractual Food, Paper & Supplies	$ 189,411	$ 951,623	$ -	$ 1,141,034	$ -	$ -	$ -	$ 1,141,034
Salaries and Wages	93,792	676,405	82,451	852,648	145,953	4,514	150,467	1,003,115
In-Kind Rent	26,172	122,035	9,460	157,667	23,559	-	23,559	181,226
Travel and Transportation	-	100,868	42,410	143,278	4,430	-	4,430	147,708
Fringe Benefits	7,803	57,484	5,654	70,941	12,519	-	12,519	83,460
Payroll Taxes	7,189	51,024	7,151	65,364	11,535	-	11,535	76,899
Insurance	4,744	22,364	2,357	29,465	29,465	-	29,465	58,930
Operational Supplies	5,048	23,796	-	28,844	32	-	32	28,876
Professional Fees	766	2,775	443	3,984	15,938	-	15,938	19,922
Depreciation Expense	2,693	2,693	12,570	17,956	-	-	-	17,956
Vehicle Expenses	-	-	16,198	16,198	-	-	-	16,198
Fundraising Supplies & Expenses	-	-	-	-	-	16,065	16,065	16,065
Equipment and Maintenance	-	1,187	3,958	5,145	5,145	-	5,145	10,290
Telephone & Internet	874	4,124	1,407	6,405	2,745	-	2,745	9,150
Rent	1,397	6,584	694	8,675	-	-	-	8,675
Data Processing	858	4,046	426	5,330	-	-	-	5,330
Training and Conferences	1,590	1,590	795	3,975	-	-	-	3,975
Dues and Donations	-	-	-	-	3,601	-	3,601	3,601
Printing and Publications	558	2,631	277	3,466	-	-	-	3,466
Advertising	854	1,278	424	2,556	-	-	-	2,556
Postage and Shipping	393	1,852	195	2,440	-	-	-	2,440
Licenses	92	433	175	700	-	-	-	700
	$ 344,234	$ 2,034,792	$ 187,045	$ 2,566,071	$ 254,922	$ 20,579	$ 275,501	$ 2,841,572

The accompanying notes are an integral part of the financial statements.

ROCKINGHAM NUTRITION AND MEALS ON WHEELS PROGRAM
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2015

Cash flows from operating activities	
Change in net assets	$ 228,168
Adjustments required to reconcile change in net assets to net cash provided by operating activities:	
Depreciation	17,956
Net realized and unrealized gain on investments	(3,087)
Increase in grants, contract funds and accounts receivable, net	(79,220)
Decrease in prepaid expenses	14,374
Decrease in accounts payable and accrued expenses	(39,487)
Increase in deferred revenue	143
Net cash provided by operating activities	138,847
Cash flows from investing activities	
Purchases of investment securities	(12,631)
Purchases of equipment	(1,594)
Net cash used in investing activities	(14,225)
Increase in cash and cash equivalents	124,622
Cash and cash equivalents - July 1, 2014	969,047
Cash and cash equivalents - June 30, 2015	$ 1,093,669

Supplemental Disclosure of Cash Flow Information

Cash paid during year for taxes	$ -
Cash paid during year for interest	$ -

The accompanying notes are an integral part of the financial statements.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities:
The Rockingham Nutrition and Meals on Wheels Program ("RNMOW" or "the Organization") is a nonprofit organization, which is tax exempt under Section 501(c)(3) of the Internal Revenue Code. The Organization provides food, nutritional services, transportation and social services to qualified elderly and handicapped individuals residing in Rockingham County, New Hampshire.

Basis of Presentation:
The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with generally accepted accounting principles in the United States of America ("GAAP"). Net assets, revenues, expenses, gains, and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets of the Organization and changes therein are classified and reported as follows:

Unrestricted Net Assets - Net assets that are not subject to donor-imposed stipulations.

Temporarily Restricted Net Assets - Net assets subject to donor-imposed stipulations that may or will be met, either by actions of the Organization and/or the passage of time. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

Permanently Restricted Net Assets - Net assets subject to donor-imposed stipulations that they be maintained permanently by the Organization. Generally, the donors of these assets permit the Organization to use all or part of the income earned on any related investments for general or specific purposes.

Support and Revenue:
RNMOW receives the majority of its operating funds in the form of grants or contracts from various federal, state and local government agencies. Grants and contracts are recorded as income upon the award or receipt of pledges, cash or other property subject to compliance with specific terms.

Grants, Contract Funds and Accounts Receivable:
RNMOW carries its accounts receivable at cost less an allowance for doubtful accounts. On a periodic basis, RNMOW's management evaluates accounts receivable and establishes an allowance for doubtful accounts, based on history write-offs and collections conditions. The Organization uses the allowance method to account for uncollectible accounts. No allowance for uncollectible accounts has been provided at June 30, 2015 as management is of the opinion that all amounts are collectible.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

Property and Equipment:
The Organization capitalizes property and equipment over $1,000. Lesser amounts are expensed. Property and equipment is stated at cost and is considered to be owned by the Organization while in use for the program for which it was purchased or in other authorized programs. However, the funding sources under whose grants the property was acquired may have a reversionary interest in the property. Depreciation is provided using the straight-line method over the estimated useful lives of the property generally as follows:

Furniture and equipment	5-7 years
Vehicles	5 years

Functional Allocation of Expenses:
The costs of providing the various programs and other activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Investments:
Investments in marketable securities with readily determinable fair values and all investments in debt securities are reported at their fair values in the statement of financial position. Unrealized gains and losses are included in the statement of activities. Investment income and gains restricted by a donor are reported as increases in unrestricted net assets if the restrictions are met (either by passage of time or by use) in the reporting period in which the income and gains are recognized.

Estimates:
The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash and Cash Equivalents:
For purposes of the statement of cash flows, the Organization considers all highly liquid investments available for current use with an initial maturity of three months or less to be cash equivalents.

Contributions:
Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence and/or nature of any donor restrictions. See Note 8 for temporarily restricted net assets at June 30, 2015.

In-Kind Contributions:
The Organization records revenue and expenditures of an in-kind nature which represents the estimated fair market value of donated facilities. The fair market value of these contributions which total $181,226 for the year ended June 30, 2015 have been included in the accompanying financial statements.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

Tax Status and Uncertain Tax Positions:
RNMOW is a non-profit organization, exempt from taxation under Internal Revenue Code Section 501(c)(3). Accordingly, no provision for income taxes has been provided for in the accompanying financial statements. In addition, RNMOW has been determined by the Internal Revenue Service not to be a "private foundation" within the meaning of Section 509(a) of the Internal Revenue Code.

GAAP requires the Organization to evaluate and disclose tax positions that could have an effect on the Organization's financial statements. Substantially all of the Organization's income, expenditures and activities relate to its exempt purpose, therefore, management has determined that the Organization is not subject to unrelated business income taxes and will continue to qualify as a tax-exempt not-for-profit entity. There was no unrelated business income for 2015.

The Organization reports its activities to the Internal Revenue Service and to the State of New Hampshire on an annual basis. These informational returns are generally subject to audit and review by the governmental agencies for a period of three years after filing.

NOTE 2 INVESTMENTS

Investments are carried at fair value based on quoted prices in active markets (all Level 1 measurements, see Note 3) and consisted of the following at June 30, 2015:

	Cost	Market Value
Mutual Funds	$ 424,540	$ 532,643

Investment return for the year ended June 30, 2015 was composed of:

Dividends	$ 12,631
Net unrealized gain	3,087
Total investment return	$ 15,718

NOTE 3 FAIR VALUE MEASUREMENTS

Financial Accounting Standards Board (FASB) *Accounting Standards Codification* (ASC) 820, *Fair Value Measurements and Disclosures*, provides the framework for measuring fair value. That framework provides a fair value hierarch that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurements) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of fair value hierarchy under ASC 820 are described below:

Level 1 – Unadjusted quoted prices in active markets for identical assets. The fair value of mutual funds is based on quoted net asset values of the shares held by the investment account at year-end.

Level 2 – Inputs other than quoted prices in Level 1 that are observable for the assets, either directly or indirectly. The investment account currently has no Level 2 assets.

NOTE 3 FAIR VALUE MEASUREMENTS, Continued

Level 3 – Significant unobservable inputs for the assets where there is little or no market activity for the assets at the measurement date. The investment account currently has no Level 3 assets.

As required by ASC 820, investments are classified within the level of the lowest significant input considered in determining fair value.

The inputs or methodology described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, although the Organization believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

The fair value measurements and levels within the fair value hierarchy of those measurements for the assets reported at fair value on a recurring basis at June 30, 2015 are as follows:

	Assets at Fair Value as of June 30, 2015	
Description	Significant Observable Inputs (Level 1)	Total
Mutual Funds:		
Large Cap Fund	$246,612	$246,612
Bond Funds	146,675	146,675
International Funds	103,997	103,997
Real Estate Fund	35,359	35,359
Total assets at fair value	$532,643	$532,643

NOTE 4 PROPERTY AND EQUIPMENT

A summary of property and equipment at June 30, 2015 is as follows:

Motor vehicles	$ 81,616
Food service and office equipment	67,127
	148,743
Less: Accumulated depreciation	119,804
Net book value	$ 28,939

Depreciation expense for the year ended June 30, 2015 was $17,956.

NOTE 5 CONCENTRATION OF CREDIT RISK

The Organization maintains temporary cash investments, which, at times, may exceed Federal Deposit Insurance Corporation (FDIC) limits. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk on cash and cash equivalents.

During the fiscal year ended June 30, 2015, RNMOW received approximately 66% of its total revenue from two funding sources. At June 30, 2015, amounts due from these two funding sources included in accounts receivable was $165,334.

NOTE 6 RETIREMENT PLANS

The Organization has in effect a 403(b) plan to provide retirement and incidental benefits for its employees. All of the Organization's employees are eligible to participate in the plan. The Plan generally permits an employee to make elective deferrals up to a maximum annual amount as set periodically by the Internal Revenue Service. At the discretion of the Board, the Organization made matching contributions to the plan computed 2.5% of each participating employee's annual compensation for the fiscal year ended June 30, 2015. All discretionary contributions vest immediately. The Organization's discretionary contributions to the Plan totaled $10,157 in 2015.

NOTE 7 LEASES

The Organization rents space under tenant-at-will agreements at various locations. Rental costs for the year ended June 30, 2015, were $8,675.

NOTE 8 TEMPORARILY RESTRICTED NET ASSETS

Net assets were released from donor restrictions by incurring expenses satisfying the restricted purpose as specified by the donors. During the fiscal year ended June 30, 2015, $21,000 were released for program services.

Temporarily restricted net assets at June 30, 2015 are available for the following purpose:

Home Delivered Meals	$10,500

NOTE 9 BOARD DESIGNATED NET ASSETS

The Board of Directors of RNMOW designated $989,000 (the equivalent of approximately four months' current operating expenses) of the Organization's unrestricted net assets as a working capital reserve to stabilize its cash flow. These funds are to be used to mitigate program and cash flow risk associated with providing regular uninterrupted meals to the elderly and handicapped population that is served by the Organization. The Board feels this is necessary because reimbursements from the RNMOW's primary funding sources are often not received until well after current expenditures have been made. Due to the critical nature of the Organization's mission,

NOTE 9 BOARD DESIGNATED NET ASSETS, Continued

which is to provide food to people at risk, the Board believes that any lapse in service is not acceptable.

The Board of Directors has further designated $80,000 for future capital asset enhancement and replacement.

NOTE 10 SUBSEQUENT EVENTS

Management has evaluated events through October 27, 2015, the date on which the financial statements were available to be issued. No other material subsequent events have occurred since June 30, 2015 that require recognition or disclosure in these financial statements.

ROCKINGHAM NUTRITION AND MEALS ON WHEELS PROGRAM

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FOR THE YEAR ENDED JUNE 30, 2015

Federal Grantor/Pass-through Grantor/ Program Title	Federal CFDA Number	Pass Through Agency	Federal Expenditures
U.S. Department of Health and Human Services:			
Pass-through from NH Bureau of Elderly and Adult Services:			
Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers	93.044	NH-BEAS	$ 116,569
Special Programs for the Aging - Title III, Part C - Nutrition Services	93.045	NH-BEAS	569,212
Nutrition Services Incentive Program	93.053	NH-BEAS	207,467
Social Services Block Grant	93.667	NH-BEAS	286,412
Total Federal Awards			$ 1,179,660

Note: The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of Rockingham Nutrition and Meals on Wheels Program under programs of the federal government for the year ended June 30, 2015. The information in this Schedule is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Because the Schedule presents only a selected portion of the operations of Rockingham Nutrition and Meals on Wheels Program, it is not intended to and does not present the financial position, changes in net assets, or cash flows of Rockingham Nutrition and Meals on Wheels Program. Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in OMB Circular A-122, *Cost Principles for Non-Profit Organizations*, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

SHAHEEN, PALLONE & ASSOCIATES
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INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors of
Rockingham Nutrition and Meals on Wheels Program
Brentwood, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Rockingham Nutrition and Meals on Wheels Program (a nonprofit organization), which comprise the statement of financial position as of June 30, 2015, and the related statements of activities, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated October 27, 2015.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Rockingham Nutrition and Meals on Wheels Program's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Rockingham Nutrition and Meals on Wheels Program's internal control. Accordingly, we do not express an opinion on the effectiveness of Rockingham Nutrition and Meals on Wheels Program's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Organization's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency or a combination of deficiencies in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Rockingham Nutrition and Meals on Wheels Program's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material

effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Shaheen, Pallone & Associates, P.C.

North Andover, Massachusetts
October 27, 2015

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INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY OMB CIRCULAR A-133

To the Board of Directors of
Rockingham Nutrition and Meals on Wheels Program
Brentwood, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited Rockingham Nutrition and Meals on Wheels Program's compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of Rockingham Nutrition and Meals on Wheels Program's major federal programs for the year ended June 30, 2015. Rockingham Nutrition and Meals on Wheels Program's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of Rockingham Nutrition and Meals on Wheels Program's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Rockingham Nutrition and Meals on Wheels Program's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Rockingham Nutrition and Meals on Wheels' compliance.

Opinion on Each Major Federal Program

In our opinion, Rockingham Nutrition and Meals on Wheels Program complied, in all material respects, with the types of compliance requirements referred to above that could have direct and material effect on each of its major federal programs for the year ended June 30, 2015.

Report on Internal Control over Compliance

Management of Rockingham Nutrition and Meals on Wheels Program is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Rockingham Nutrition and Meals on Wheels Program's internal control over compliance with the type of requirements that could have direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Rockingham Nutrition and Meals on Wheels Program's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purposes.

Shaheen, Pallone & Associates, P.C.

North Andover, Massachusetts
October 27, 2015

ROCKINGHAM NUTRITION AND MEALS ON WHEELS PROGRAM
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2015

A. SUMMARY OF AUDIT RESULTS

1. The auditors' report expresses an unmodified opinion on whether the financial statements of Rockingham Nutrition and Meals on Wheels Program as of June 30, 2015 and for the year then ended were prepared in accordance with GAAP.

2. No material weaknesses were identified during the audit of the financial statements.

3. No significant deficiencies relating to the audit of the financial statements of Rockingham Nutrition and Meals on Wheels Program are reported in the Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*.

4. No instances of noncompliance material to the financial statements of Rockingham Nutrition and Meals on Wheels Program were disclosed during the audit.

5. No significant deficiencies relating to the audit of the major federal award programs are reported in the Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by *OMB Circular A-133*.

6. The auditors' report on compliance for the major federal award programs for Rockingham Nutrition and Meals on Wheels Program expresses an unmodified opinion.

7. There were no audit findings relative to the major federal award programs of Rockingham Nutrition and Meals on Wheels Program.

8. The programs tested as a major program were:

Program	CFDA No.
Special Programs for the Aging – Title III, Part B - Grants for Supportive Services and Senior Centers	93.044
Special Programs for the Aging – Title III, Part C - Nutrition Services	93.045
Nutrition Services Incentive Program	93.053

9. The threshold for distinguishing type A and B programs was $300,000 and $100,000, respectively.

10. Rockingham Nutrition and Meals on Wheels Program was determined to be a low-risk auditee.

ROCKINGHAM NUTRITION AND MEALS ON WHEELS PROGRAM
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2015

B. FINDINGS - FINANCIAL STATEMENTS AUDIT

None.

C. FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARDS PROGRAM AUDIT

None.

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INDEPENDENT AUDITORS' COMMENTS ON OTHER MATTERS

A. SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS

2014 - No findings were noted in prior year.

B. PROVIDER ORGANIZATION RESPONSE TO AUDIT REPORT

The contents of the audit report were discussed with the Finance Committee of the Organization's Board of Directors as well as Debra Perou, Executive Director of Rockingham Nutrition and Meals on Wheels Program by John M. Pallone, Partner of Shaheen, Pallone & Associates, P.C., Certified Public Accountants.

All of the responsible officials of Rockingham Nutrition and Meals on Wheels Program are in agreement with the auditors' conclusion.

RNMOW Board of Directors 2014 - 2015

Name & *Start Date*:	Address:	Contact Info:	Officers & Committees:
Paul A. Hamblett *October 2006*			*Chairman* Finance Fundraising - Chair
Dennis J. Brady *October 2006*			*Vice-Chairman* Operations - Chair Finance
Diane Kerr *September 2003*			*Secretary* Governance Operations
David Barka *September 2003*			*Treasurer* Fundraising Finance –Chair
Robert A. Davis *January 2011*			Finance
Tim Diaz *May 2014*			Governance Finance
Sallyann Hawko *April 2009*			Fundraising Governance Operations
Chris Kelsey *March 2010*			Governance - Chair Operations
George A. Miller *January 2012*			Finance Fundraising

**** = preferred method of contact***

Debra Perou

Experience

1978- Present Rockingham Nutrition and Meals on Wheels Program, Inc
106 North Road, Brentwood, NH 03833

Position Description: Executive Director of the Rockingham Nutrition and Meals on Wheels Program, a private nonprofit organization that provides congregate and home delivered meals, social services and transportation to elderly and disabled residents living in Rockingham County, New Hampshire, a 37 town catchment area. Responsibilities include grant writing and presentation, personnel management, development and evaluation (76 employees), program operation and development (12 program locations, 4 programs); coordination of services, review and monitoring of programs, public relations, fundraising, budget preparation and implementation, work with and for the agency's Board of Directors, including implementation of their decisions; all federal, state, and local reporting requirements, and other duties related to the management of a nonprofit organization.

Education

BA, Summa Cum Laude, Political Science 1978 Bowdoin College, Brunswick Maine. James Bowdoin Scholar. Phi Beta Kappa.

Continuing Education:

- University of New Hampshire Management Courses
- Applied Food Service Sanitation Course
- Rivier College Management Training
- New England Hospital Assembly Management Courses,
- And numerous seminars, workshops, and training on aging, personnel, volunteers, fundraising, board development, general management and more.

Professional Affiliations

- The National Association of Nutrition and Aging Services
- Meals on Wheels Association of America
- New Hampshire Senior Nutrition Network
- New England Regional Conference Committee (Co-Chair)
- NH Center for Nonprofits

Jaymie Lee Chagnon

Education

High School Diploma - Salem NH
University of Lowell – 2 yrs

Work Experience

December 1988 - Present

Rockingham Nutrition & Meals on Wheels Program
Assistant Director

- Support Director in any aspect needed (i.e. filing in for her in her absence, assisting her with state contracts)
- Work with Caterer on menu planning, problems, etc.
- Fundraising – town request, miscellaneous grants, fundraising events, etc.
- Assist with Staff Development (hiring, firing, training)
- Design spreadsheets, forms, newsletters, brochures, etc.
- Handle general correspondence (i.e. thank you notes, In Memoriams)
- Cover for other staff in their absence and assist them with work load when needed
- Assist in planning and organizing various events (i.e. volunteer luncheon, Day of Caring)

1980 – August 1987

K-Mart Corporation
AOD – Assistant Manager

- Help Store Manager oversee each department and employees, allocate job assignments
- Handle all customer relationship issues – complaints, purchase approvals, etc.
- Handle various personnel issues – hiring, firing, write ups, training.
- Verify and secure cash receipts for armored guard collection
- Track various data such as ordered, received, and sold.

Skills/Certifications

Notary Republic
ServSafe Certified
HR Training Certified
Microsoft Training Certified
Safety Training
30 years of Management Experience

Professional Affiliations

National Association of Nutrition and Aging Services
Meals on Wheels Association of America
New England Regional Conference
NH Center for Nonprofits

Cyndi Mielke

Professional Highlights

Payroll Accounting Clerk

- Process all aspects of payroll
- Verifies and pays bills
- Inputs and monitors incoming revenue
- Creates and submits financial reports to Director and Finance Committee
- Supports employee with HR needs such as insurance questions and other benefits
- Processes and monitors FMLA and other Leaves of Absences
- Process and monitors Workers Comp claims
- Researches options for cost saving opportunities (phone company, insurance options, etc.)
- Tracks employee benefits such as Earned Time
- Compiles various reports required by various funding sources
- Maintain Employment records
- Attends training sessions to stay abreast of current Labor Law requirements

Administrative Assistant

- Compiled and processed meal orders and changes
- Collected and monitored donations and other funding receipts
- Primary contact for phone calls and reception area
- Processed in and outgoing correspondence
- Assist staff with administrative duties as requested

Skills

- Microsoft Word
- Microsoft Excel
- Microsoft Powerpoint
- Cognos
- PLM
- QuickBooks
- 12 years in data collections and processing
- 12 years experience in various aspects of office duties
- 18 years experience in financial tracking
- Strong grasp of prioritizing tasks
- Strong organizational and communications skills

Employment History

Payroll Accounting Clerk	RNMOW, Brentwood, NH	2013 to present
Administrative Assistant	RNMOW, Brentwood, NH	2013
Executive Assistant	The Timberland Company	2000 - 2012
CEO Secretary	Service Credit Union	

Education

Associate Degree in Business — Northern Essex Community College

ROCKINGHAM NUTRITION & MEALS ON WHEELS PROGRAM

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Debra Perou	Executive Director	$75,965.50	65%	$49,377.58
Jaymie Chagnon	Assistant Director	$51,797.21	65%	$33,668.19
Cyndi Mielke	Payroll Bookkeeping Clerk	$32,136.00	65%	$20,888.40

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Nutrition and Transportation Contract

This first Amendment to the Nutrition and Transportation contract (hereinafter referred to as "Amendment #1") dated April 13, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Rockingham Nutrition and Meals on Wheels Program, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 106 North Road, Brentwood, NH, 03833.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 18, 2014 (Item #109) (hereinafter referred to as the "Contract"), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37) and Exhibit C-1 Paragraph 3, the Department reserves the right to extend the completion date of the contract for up to two years to be exercised by mutual agreements by the parties, upon availability of funding, and acceptable performance of the Statement of Work, the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Department and the Contractor agree to extend the completion date by fifteen months, and to increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #1, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.7, Completion Date, by extending the date to September 30, 2016.
3. Amend General Provisions (Form P-37), Block 1.8, Price Limitation, to read: $3,688,841.25.
4. Amend General Provisions (Form P-37), Block 1.9, Contracting Officer for State Agency to read: Eric Borrin, Director of Contracts and Procurement.
5. Amend General Provisions (Form P-37), Block 1.10, to read: (603) 271-9558.
6. Delete in its entirety Exhibit A, Scope of Services and replace with Exhibit A Amendment #1, Scope of Services.
7. Amend Exhibit A-1 Geographic Area Form by extending the date to September 30, 2016.
8. Delete in its entirety Exhibit A-2 Congregate Site Information.

Contractor Initials: JP
Date: 5/6/15

9. Delete in its entirety Exhibit B, Method and Conditions Precedent to Payment and replace with Exhibit B Amendment #1, Method and Conditions Precedent to Payment.

10. Add Exhibit B-4

11. Delete in its entirety Standard Exhibit C, Special Provisions and replace with Exhibit C, Special Provisions.

12. Delete in its entirety, Exhibit C-1 Revisions to General Provisions, Section 4.

13. Delete in its entirety, Standard Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.

Contractor Initials: [signature]
Date: 5/6/15

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/11/15
Date

Diane Langley
Director

Rockingham Nutrition and Meals on Wheels Program, Inc.

5/6/15
Date

Debra Penn, Ex. Director
NAME
TITLE

Acknowledgement:
State of NH, County of Rockingham on May 6, 2015, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Jaymie L. Chagnon
Name and Title of Notary or Justice of the Peace

JAYMIE LEE CHAGNON
Notary Public - New Hampshire
My Commission Expires February 2, 2016

Contractor Initials:
Date: 5/6/15

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/22/15
Date

Name: Megan A. Yarn
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Contractor Initials: JP
Date: 5/6/15

Scope of Services

1. Purpose:

The contractor shall provide services in this contract to assist eligible people to live as independently as possible in safety and with dignity.

1.1. The services in this contract are intended for individuals who are not already receiving the same or similar services funded through other programs such as, but not limited to: the Medicaid State Plan, any of the Home and Community Based Care Waivers administered by the Department, the Medicaid Program, or services provided through the Veterans Administration.

2. Contract Period:

The commencement date of this contract shall be effective July 1, 2014 or the date of G& C approval, whichever is later. The completion of this contract shall be September 30, 2016.

3. Population:

Services are for individuals who reside in independent living settings and who meet the eligibility criteria as follows:

3.1. Title III

Individuals who are age 60 and older and with the most economic or social needs as described in:

- Older Americans Act as amended, Section 305,(a)(2)(E) and
- Title III Older Americans Act Services: Title IIB- Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, and Title IIID- Disease Prevention and Health Promotion Services, New Hampshire (NH) Administrative Rule He-E 502.

3.2. Title XX 42 USC §1397 et seq.

Individuals who are age 60 and up or ages 18-59 who a have a chronic illness or disability, and who have maximum monthly income in accordance with, the NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX).

4. Geographic Area to be served:

The Contractor shall provide and ensure delivery of the services listed in Paragraph 5 below to all eligible persons in the towns/cities listed in Geographic Area Exhibit A-1. Nothing in this Agreement shall be construed to limit the ability of the Contractor to provide said services to other eligible persons located in a town/city not listed in Exhibit A-1 when the Department requests the contractor to do so or when the contractor receives approval by the Department.

5. Services Provided in this Agreement

5.1. The Contractor will provide the services denoted by an "x" in 5.3 Services Table below, to the population defined in Paragraph 3 above.

5.2. The Contractor will provide the services denoted by an "x" in 5.3 Services Table below, in accordance with that service's applicable laws, rules, regulations, and terms and conditions in this Agreement.

5.3 Services Table			
	Home Delivered Meals Services	Congregate Meals Services	Transportation Services
Program:			
Title III	x	x	x
Title XX	x	na	na

NA means that service is not applicable to this contract.

Contractors Initials: SP
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6. Service descriptions

6.1. Home-Delivered Meals (funded through Titles III and XX) are delivered to a client at his/her home. A client must be homebound and unable to prepare his/her own meals. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the client including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. Providers Contractors must ensure assure that a visual contact is made with each client in his/her home on each day that meals are delivered as an assurance of the individual's safety, with the exception of meals designated as emergency meals or frozen meals which are delivered to clients in advance of anticipated inclement weather conditions or other adverse conditions.

6.2. Home Delivered Meals funded by Title XX shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX) incorporated by reference into this Agreement.

6.3. Home Delivered Meals funded by Title III shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.

6.4. The Contractor agrees to perform the following: receive inquiries and applications; determine eligibility; notify applicants of eligibility; maintain records for each recipient; train staff and volunteers; monitor and evaluate services; maintain financial records; submit reports as requested to the Bureau of Elderly and Adult Services.

6.5. Congregate Meals (Community Dining) (funded through Title III) are provided in community settings, where individuals travel to a designated site to share a meal with other individuals. Advance registration is not required, and individuals register when arriving at the meal site. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the individual including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. The Contractor shall, within 10 days of the contract effective date submit for Department approval their congregate meal site information.

6.6. Congregate Meals funded by Title III shall be provided according to the rules and policies of the Bureau of Elderly and Adult Services (BEAS), including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older Americans Act of 1965 as amended, incorporated by reference into this Agreement.

6.7. Transportation (funded through Title III) provides transport in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization. Title III Transportation services do not include pleasure excursions that charge individuals a fee for participation.

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6.8. Transportation services funded by Title III shall be provided according to the rules and policies of BEAS, including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.

6.9. Transportation providers must be in compliance with all applicable Federal and State Department of Transportation and Department of Safety regulations. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500 and inspected in accordance with NH Administrative Rule Saf-C 3200. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing and NH Administrative Rule Saf-C 1800 Commercial drivers licensing, as applicable.

7. Service Compliance Requirements

7.1. Access to Services

7.1.1. Individuals access the services described in this contract through one of two ways. They may apply directly for services to the contractor or be referred to the contractor by the Adult Protective Services Program as a result of a substantiated report of neglect, abuse, or exploitation.

7.1.1.1. Client directly applies for services: The Contractor shall determine eligibility for these services in accordance with the rules and requirements of the Title III and Title XX Programs. The contractor shall determine the eligibility of the individual; and with the exception of Congregate Meals and Transportation, provide written notice of eligibility within 45 days from the date eligibility was determined, indicate what services are to be provided and their frequency, and indicate the beginning and end dates for individual's period of eligibility.

7.1.1.2. Client referred by Adult Protective Services (APS): The contractor does not take an application, determine or redetermine the client's eligibility or issue notifications. The client's case will be managed by the APS staff. The referral will a protective services plan that the APS worker puts into place to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, or exploitation.

7.2. Client Application/Request for Services

The Contractor shall complete an intake and application for services, in accordance with New Hampshire Administrative Rule He-E 500. Title XX Home-Delivered contractors shall use Form 3000 Application provided by DHHS. Title III Home-Delivered Meals contractors may use Form 3000 or a form of their own that includes the same information as the Form 3000. Congregate meals and transportation do not require an application per se but require participants to sign up for the service as a way to request the service. The Contractor submits these signature lists as verification that the service was provided.

7.3. Client Eligibility

7.3.1. The Contractor shall determine eligibility for services and shall be in compliance with both Title III and Title XX requirements regarding eligibility determination, notice of eligibility and the individual's period of eligibility as applicable.

7.3.2. In order for clients to be eligible to receive home-delivered meals through both Title III and Title XX, the client needs to demonstrate that he or she cannot prepare meals and that the individual is:

7.3.2.1. Homebound; or

7.3.2.2. Temporarily homebound due to recovery from illness or injury.

7.3.2.3. In order for clients to be eligible to receive congregate meals and transportation, they must be age 60 or older. They must sign up for these services prior to

receiving them. A written application is not required. Individuals who are less than 60 years of age may receive congregate meals if they are:

(1) The spouses of individuals who accompany them to the meal site;

(2) Individuals providing volunteer services at the congregate meal site during meal hours;

(3) Individuals with disabilities who reside at home with an individual who is receiving Title III services; and

(4) Individuals with disabilities under the age of 60 who are not older individuals, but who reside in housing facilities occupied by older individuals where congregate meals are provided.

7.3.3. Eligibility determination

The Contractor shall submit its policies and procedures for client eligibility determination for services to DHHS for review and approval, within 30 days of the start of each State Fiscal Year.

For Home Delivered Meals:
The Contractor shall provide a written notice of the eligibility decision, for individuals determined to be eligible to receive services, to the individual as soon as possible, but no later than 45 calendar days from the date of determination. This notice shall include:
1)The services to be provided, and when;
2)The eligibility period; and
3)Contact information for the contractor.

If the client is determined to not be eligible for service(s), the notice shall include:
1)The reason(s) for the denial;
2)A statement regarding the right of the individual or his or her authorized representative to request an informal resolution or appeal of the eligibility determination decision.
3)Contact information for requesting an appeal.

7.3.4. Redetermination of Service Eligibility.

The Contractor shall submit its policies and procedures for client eligibility redetermination for services to DHHS for review and approval, within 30 days of start of each State Fiscal Year.

For Home Delivered Meals:
1)The Contractor shall review the individual's service record annually while services are being provided. The review shall be completed within 30 days prior to the anniversary date on which eligibility began.
2)The Contractor shall make a decision to re-certify or terminate the individual's services based on the requirements contained in Title III and Title XX administrative rules and document the decision by making a notation in the individuals' service record.

7.3.5. Termination of Services.

Services shall be terminated when:
1)The individual or his or her authorized representative requests that the services be terminated;
2)The individual no longer meets the eligibility requirements for services;
3)Funding by the State for the service(s) is no longer available;
4)The individual did not reapply for services as required by program rules;
5)The individual has been admitted to a nursing home or residential care facility; or

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6) The individual is deceased.

7.3.6. Service Authorizations for Eligible Clients.
Once the client has been determined eligible to receive home delivered meals and congregate meals services, the contractor shall obtain a service authorization from DHHS in order to be reimbursed from this contract for allowable costs in providing services to that client. Transportation services do not require service authorizations.

7.3.6.1. The Contractor shall submit a completed Form 3502 "Contract Service Authorization-New Authorization" for each client who has been determined eligible to receive home delivered and/or congregate meals services. More than one service may be included on a Form 3502. The completed Form 3502 shall be submitted to:

Bureau of Data Management
129 Pleasant Street
Concord, NH 03301

7.4. Client Assessments

The contractor shall assess the individual's needs and develop written service plans, keep written progress notes; and monitor and adjust service plans to meet the individual's needs in accordance with NH Administrative Rule 500.

7.5. Person centered provision of services

The Contractor agrees to incorporate into its agency's functions, policies, staff-client interactions and in the provision of all services in this Agreement the following Guiding Principles for Person-Centered Planning Philosophy:

7.5.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
- 7.5.1.1. Individual's wishes, values, and beliefs are considered and respected.
- 7.5.1.2. Individual is listened to; needs and concerns are addressed.
- 7.5.1.3. Individual receives the information he/she needs to make informed decisions.

7.5.2. Planning is responsive to the individual. His or her preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.

7.5.3. Services are designed, scheduled, and delivered to best meet the needs and preferences of the individual.

7.5.4. The system is committed to excellence and quality improvement:

7.5.5. Individual rights are affirmed and protected.

7.5.6. Individuals are protected from exploitation, abuse, and neglect.

7.5.7. The service system is accessible, responsive, and accountable to the individual.

7.5.8. Person-centered planning may be incorporated into existing service plans or documents already being used by the contractor.

7.6. Staffing

The Contractor agrees to adhere to the following staffing requirements:

7.6.1. Provide sufficient staff to perform all tasks specified in this Agreement. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients and geographic area as identified in this Agreement.

7.6.2. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their

respective positions. This includes keeping up-to-date personnel and training records and documentation of all individuals requiring licenses and/or certifications. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to DHHS within thirty days of approval of the Contract Agreement. The plan shall include but not be limited to:

7.6.3. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;
7.6.4. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;
7.6.5. A description of time frames necessary for obtaining staff replacements;
7.6.6. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience; and
7.6.7. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

7.7. Service Delivery Verification

The following are the performance measure reporting requirements for each service identified in Section 1.

1) Eligibility:
   a) The number of applications for home delivered meals and the number of requests for congregate meals and transportation and
      i) The number and percent of applicants found eligible for each service; and
      ii) The number and percent of applicants found ineligible for each service.
      The contractor will indicate the reasons applicants were found ineligible and what quality improvement activities are to be initiated to address concerns about eligibility.

2) Quality and Appropriateness:
   a) Plans of Care: For home delivered meals the number and percent of individuals' plans of care contain evidence of person-centered planning
      i) The number and percent of individuals who have experienced a safety-related incident or accident which occurs during times of face-to-face contact with the client(s); The number and percent of individuals for whom a report to Adult Protective Services was made.
   b) Experience: The number and percent of individuals surveyed (via telephone, mail, e-mail, or face-to-face) who report their experiences with their services and providers have been satisfactory or better.
   c) The contractor will indicate the reasons why:
      i) For home delivered meals, applicants' plans of care did not include evidence of person-centered planning;
      ii) Applicants experienced safety-related incidents which occurs during times of face-to-face contact with the client(s); Applicants were referred to Adult Protective Services; and
      iii) The number and percent of individuals surveyed who reported their experiences with their services and providers were not satisfactory or better.
   d) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about the quality and appropriateness of care.

3) The Contractor must survey a sample of participants for each contracted service and provide their survey methodology, in writing, to BEAS.

4) Service Delivery
   a) The number of open cases at the end of each reporting period, and
      i) The number and percent of days individuals did not receive a planned service(s) due to the service(s) not being available due to inadequate staffing or other related provider issue or due to lack of transportation, etc.

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b) The Contractor will indicate the reasons applicants did not receive their planned services.
c) The Contractor will describe the quality improvement activities to be initiated to address identified concerns about service delivery.

7.8. Reporting Requirements:

7.8. Reporting Requirements:
The Contractor shall complete quarterly reports on a pre-defined electronic form provided by the Department. Quarterly is defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30. The Contractor shall submit the quarterly reports to the Department by October 15, January 15, April 15, and July 15 as applicable to each State Fiscal Year in the contract period. The data will include, but not be limited to the following:

- Expenses by program service provided. Service is defined as Home Delivered Meals, Congregate Meals & Transportation;
- Revenue, by program service provided, by funding source;
- Actual Units served, by program service provided, by funding source;
- Number of unduplicated clients served, by service provided, by funding source;
- Number of Title III and Title XX clients served with non-BEAS funds;
- Unmet need/waiting list; and
- Lengths of time clients are on a waiting list.

In addition, the Contractor shall complete the Home-Delivered Data Form and the Transportation Data Form provided by the Department. The Contractor shall submit the Forms to the Department by January 31 and July 31 as applicable to each State Fiscal Year in the contract period. The data will include, but not be limited to the following:

For home-delivered meals:

- the number of meals served by client and by town;
- the number of meals served in the aggregate; and
- the number of miles related to the delivery of meals in the aggregate.

For transportation:

- the number of clients served by town and in the aggregate;
- the number of miles in the aggregate;
- the nature of the transportation. Nature is defined as medical appointment, shopping, etc...; and
- the occupancy rate per vehicle.

7.9. Client Fees and Donations

7.9.1. Title III Services

Except as provided in paragraph 7.9.3, the NH Administrative Rule He-E 502.12 allows Title III contractors to ask individuals receiving services for a voluntary donation towards the cost of the service and provides guidance for requesting donations. The donation is to be purely voluntary, and no one can be refused services if they are unable or unwilling to donate.

The Contractor is required to report the total amount of collected donations on the quarterly report sent to BEAS Finance.

7.9.2. Title XX Services

The Contractor may charge fees to individuals receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to individuals seeking services. The Contractor shall comply with the New Hampshire Administrative Rule He-E 501 when establishing and charging fees to individuals. In

addition, the Contractor is required to report on the total amount of fees/income received for Title XX Services on the quarterly report sent to BEAS Finance.

7.9.2.1. The Contractor providing Title XX services may charge fees to clients, referred by APS staff, for whom reports of abuse, neglect, self-neglect and/or exploitation have not been founded. The Contractor is required to include the total amount of fees/income received for Title XX services, referred by APS staff, with the total amount of fees/income reported for Title XX Services, listed above, on the quarterly report sent to BEAS Finance.

7.9.3. Adult Protective Services

Under RSA 161-F: 42 et seq. BEAS provides protective services to incapacitated adults to prevent neglect, abuse or exploitation. When BEAS determines that an individual needs protective services as described in the Adult Protection Program NH Administrative Rules (He-E 700), the Contractor agrees that the payment received from BEAS for the specified services is payment in full for those services, and the provider agrees to refrain from making any attempt to secure additional reimbursement of any type from the individual for those services. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons in need of protective services.

7.9.3.2. Agencies providing Title III and/or Title XX services may not charge fees or ask donations from clients referred by the DHHS Adult Protective Services (APS) Program as long as these individuals remain active recipients of adult protective services as verified by Adult Protective Services staff.

7.10. Adult Protective Services

The Contractor will report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law.
The Contractor shall make a good faith effort to assure the provision of some level of services to those persons who the Department refers to the contracted agency and identifies the client in in need of protective services.
The Contractor shall follow the plan of care established by the APS social worker.
The contractor is expected to inform the referring APS staff of any changes in the individual's situation or other concerns, and the APS staffs are expected to inform the contractor of any information that may affect service provision.

7.11. E-Studio Electronic Information System

The Contractor shall be required to use BEAS' E-Studio electronic information system. E-Studio is BEAS' primary vehicle for uploading important information concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information. Contractor shall identify all of the key personnel who need to have E-Studio accounts to ensure that information from BEAS can be shared with the necessary agency staff. There is no cost to the contractor for BEAS to create an E-Studio account and no limit on the number of staff an agency identifies to have access to E-Studio. Contractor shall ensure that their E-Studio account(s) are kept current and that BEAS is notified when a staff member is no longer working in the program so his/her account can be terminated.

7.12. Criminal Background and Adult Protective Service Registry Checks

The contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services are required to complete a BEAS State Registry check before the staff member or volunteer begins providing services. In addition, all agency staff must undergo a NH Criminal Records Background check.

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7.12.1. Contractor shall conduct a New Hampshire criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact.

7.12.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49, which require the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry.

7.13. Grievance and Appeals

The Contractor must maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and staff. The Contractor shall have grievance system in place that includes a grievance process and any grievances filed are to be available to DHHS upon request. At a minimum the process shall include the following:

a) Client name,
b) type of service,
c) date of written grievance,
d) nature/subject of the grievance,
e) who in the agency reconsiders agency decisions,
f) what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.

7.14. Privacy and Security of Client Information

DHHS is the designated owner of all data and shall approve all access to that data. The Contractor shall not have ownership of State data at any time. The Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law. Privacy policy statements may be developed and amended from time to time by the State and will be appropriately displayed on the State portal. The Contractor shall provide sufficient security to protect the State and DHHS data in network, transit, storage and cache. In the event of breach, the contractor shall notify the Department within one day from the date of breach.

7.15. Culturally and Linguistically Appropriate Standards of Care

The Contractor shall ensure equal access to quality services under this contract by providing culturally and linguistically appropriate services according to the following guidelines:

- Assess the ethnic/cultural needs, resources and assets of their community.
- Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment or to those with disabilities.
- When feasible and appropriate, provide clients of minimal English skills with interpretation services.
- Offer clients a forum through which they have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may require a response.
- When feasible and appropriate, identify communication access needs for clients who may be deaf or hard of hearing, and/or have vision or speech impairment and develop an individual communication plan for clients to receive services.

7.16. Wait Lists

7.16.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. The contract agency shall maintain a wait list in accordance with NH Administrative Rules He-E 501 and 502 when funding or resources are not available to provide the requested services. A wait list includes at a minimum:

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a) Each contract agency shall include the following information on its wait list:
   i) The individual's full name and date of birth;
   ii) The name of the service being requested;
   iii) The date upon which the individual applied for services which shall be the date the application was receive by the contract agency or BEAS;
   iv) The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
   v) The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services;
   vi) The individual's assigned priority on the wait list, determined in accordance with (b) below;
   vii) A brief description of the individual's circumstances and the services he or she needs.
b) The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
   i) Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
   ii) Declining mental or physical health of the caregiver;
   iii) Declining mental or physical health of the individual;
   iv) Individual has no respite services while living with a caregiver; and
   v) Length of time on the wait list.
   vi) When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.
   vii) Individuals who are being served under protective services RSA 161-F: 42-57 shall be given priority status on the waitlist and in accordance with He-E 501.14 (f) and He-E 502.13.
   viii) Individuals with adult protective needs in accordance with RSA 161-F: 42-57 shall be exempt from the wait list.
c) When an individual is placed on the wait list, the contract agency shall notify the individual in writing
d) The wait list must be maintained during the contract period and available to BEAS upon request.

7.17. Notice of Failure to meet Service Obligations

1) In the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date, the Contractor shall give at least a ninety (90) day prior written notice addressed to the Bureau Director, Bureau of Elderly and Adult Services, of such in ability to meet service obligations.
2) Examples of failure to meet service obligations may include, but are not limited to:
   a) Reducing hours of operation
   b) Changing a geographic service area
   c) Closing or opening a site
3) The written notification shall include the following:
   a) The reasons for the inability to deliver services;
   b) How service recipients and the community will be impacted if the contractor is unable to provide services
   c) How service recipients and the community will be notified; and
   d) The Contractor's plan to transition clients into other services or refer the clients to other agencies.
4) The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:
   a) Service(s) are terminated or planned to be terminated prior to the termination date of the contract;

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b) The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State;
c) The Contractor terminates a services or services for any reason;
d) The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

7.18. Transition Process

The Contractor shall have a transition process for clients in the event that they maybe transitioned between DHHS contracted providers and shall submit their written transition process to DHHS within thirty days of approval of the Contract Agreement. The process shall ensure

a) Uninterrupted delivery of services for clients;
b) A method of notifying clients and/or the community about the transition. A staff member shall be available to address questions about the transition.

7.19. Compliance with Laws and Regulations

Services and Administration of the program services shall be provided in accordance with the applicable federal and state laws, Title III and Title XX rules, policies and regulations adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.

7.20. Contract Monitoring

The Contractor shall:

7.20.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.

7.20.2. Ensure the Department is provided with access that includes but is not limited to:

a) Data
b) Financial records
c) Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
d) Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
e) Scheduled phone access to Contractor principals and staff
f) Timely unscheduled phone response by Contractor principals and staff.

7.21. Financial Integrity Maintenance

7.21.1. Financial Reporting Requirements: In addition to the requirement for the Contractor to provide annual audited financial statements, the Contractor will provide to the State quarterly interim Balance Sheet and Profit and Loss Statements for the Contractor including separate statements for related parties. Quarterly is defined as the period of July 1 to September 30, October 1 to December 31, and January 1 to March 31, and April 1 to June 30. The Contractor shall submit the quarterly statements to the Department by October 31, January 31, April 31, and July 31 as applicable to each State Fiscal Year in the contract period. All statements must be certified by an officer of the reporting entity.

7.21.2. Corrective Action and or Termination: If after review of the contractor submitted information, and based on the following risk assessment, the State at its sole discretion, the State may:

1. Require a corrective action plan for identified deficiencies, or
2. Terminate the contract for reasons of risk to continued operation, services, or deliverables as required by the terms of the contract.

Contractors Initials: JP
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7.21.3. Absence of Risk Conditional Termination: This section does not negate any rights the State may have relative to the contract.

7.21.4. Risk Assessment Process:
The State will analyze the financial information provided by Contractor. Such analysis will include calculation of the ratios set forth in Table A. The weighted average of the ratios is used to calculate a risk score as follows:

- Low Risk 70% and Above
- Moderate Risk From 26% to 69%
- High Risk 25% and Below

7.21.5. Weighted Average: The process for the scoring is

1. Calculate the individual ratio for the Contractor
2. Divide Contractor ratio by the benchmark to determine percentage above or below benchmark
3. Multiply Contractor percentage by "Percentage Weight of Risk Score"
4. Add the scores for the ratios as determined for each ratio in Steps 1 to 3.

7.21.6. The State will provide, upon request, the Risk calculations for the Contractor.

Table A - Risk Analysis Assessment Ratios Matrix

Category	*Name of Ratio*	*Description*	*How it is Calculated*	*What the Ratio Measures*	*Benchmark*	*Percentage of Total Risk Assessment*
Liquidity	Current Ratio	This ratio compares the Current Assets with the Current Liabilities.	CURRENT ASSETS / CURRENT LIABILITIES	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a ratio, and represents 15% of the total risk assessment value.	1.0:1	10.0%
Liquidity	Days Expense in Working Capital	This ratio calculates the number of day's expense that the working capital can support.	(CURRENT ASSETS - CURRENT LIAB) / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed in "number of days" and represents 15% of the total risk assessment value.	30	10.0%

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Table A - Risk Analysis Assessment Ratios Matrix						
Category	***Name of Ratio***	***Description***	***How it is Calculated***	***What the Ratio Measures***	***Benchmark***	***Percentage of Total Risk Assessment***
Liquidity	Days of Revenue In Accounts Receivable	This ratio calculates the number of days of revenue that are in accounts receivable.	(ACCOUNTS RECEIVABLE) / (REVENUE/365)	This ratio measures the performance of the accounts receivable function and the timeliness of revenue collection. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in days.	30	10.0%
Operating Results	Return on Equity	This ratio is a representation of the increase or decrease in net assets from the prior year.	INCREASE IN NET ASSETS / NET ASSETS	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Operating Results	Operation Income to Revenue	This ratio compares the current year's operating income with the current year's revenue.	OPERATING INCOME / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	3%	10.0%

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Table A - Risk Analysis Assessment Ratios Matrix						
Category	***Name of Ratio***	***Description***	***How it is Calculated***	***What the Ratio Measures***	***Benchmark***	***Percentage of Total Risk Assessment***
Operating Results	Cash Flow % of Revenue	This ratio calculates the company's cash flow as a percentage of revenue.	(INCREASE IN NET ASSETS + DEPRECIATION) / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	2%	10.0%
Leverage	Debt to Equity	This ratio compares total debt to equity.	(TOTAL ASSETS - NET ASSETS)/NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a ratio and represents 5% of the total risk assessment value.	0.7:1	5.0%
Leverage	Long Term Debt to Equity	This ratio compares long term debt to equity.	LONG TERM DEBT / NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 5% of the total risk assessment value.	100%	5.0%
Leverage	Debt Ratio	This ratio compares total debt to total assets.	(TOTAL ASSETS - NET ASSETS)/TOTAL ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk	50%	10.0%

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Table A - Risk Analysis Assessment Ratios Matrix						
Category	***Name of Ratio***	***Description***	***How it is Calculated***	***What the Ratio Measures***	***Benchmark***	***Percentage of Total Risk Assessment***
				assessment value.		
Reserves	Cash Flow to Total Debt	This ratio compares cash flow to total debt.	(OP. SURPLUS + DEPRECIATION) / (TOTAL ASSETS - NET ASSETS)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Reserves	Days Expense in Available Net Assets	This ratio calculates the number of day's expense that the net assets of the company can support.	NET ASSETS / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in "number of days" and this represents 10% of the total risk assessment value.	90	10.0%
						100.0%

Contractors Initials
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Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions (Form P-37) of this Agreement in consideration for the Contractor's compliance with the terms and conditions of this Agreement and for the services provided by the Contractor pursuant to Exhibit A Amendment #1, Scope of Services.

2. The following terms and conditions detailed this Exhibit B Amendment #1 shall apply to all applicable services identified in Exhibit A Amendment #1, Paragraph 5, unless expressly stated otherwise.

3. The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A Amendment #1, Paragraph 5, according to the following reimbursement rates:

Reimbursement Rates	Unit Types
$4.85	Per Home Delivered Meal
$5.50	Per Congregate Meal
$8.75	Per Person per day for Transportation Services
$.30	Per mile

4. Payment for contracted services will be in accordance with Exhibit B-1, Exhibit B-2, Exhibit B-3 and Exhibit B-4.

5. The General provisions (Form P-37) Block 1.6 Account Numbers are as follows:

   - 05-95-48-481010-78720000-512-500352
   - 05-95-48-481010-78720000-541-500383
   - 05-95-48-481010-78720000-544-500386
   - 05-95-48-481010-92550000-544-500386

6. This Contract is funded with federal funds made available under the Catalog of Federal domestic Assistance (CFDA) #'s, for the provision of services pursuant to Exhibit A Amendment #1, Scope of Services as follows:

   - 93.044 United States Department of Health and Human Services, Administration for Community, Living Special Programs for the Aging- Title IIIB
   - 93.045 United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging- Title IIIC-1
   - 93.045 United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging- Title IIIC-2
   - 93.667 United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant- Title XX

   6.1. The Contractor agrees to provide the services in Exhibit A Amendment #1, Scope of Services in compliance with funding requirements.

Contractor Initials DP
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7. Notwithstanding paragraph 18 of the General Provisions (Form P-37), an amendment limited to the terms of Exhibit B-1, Exhibit B-2, Exhibit B-3 and Exhibit B-4 to transfer the amount of units from one service to another can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

8. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT).

9. The DHHS may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in accordance with the requirements and scope of services in Exhibit A Amendment #1; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.

10. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of required reports, or Contractor Site Review Reports, the State may review all units served to clients and number of miles per client incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any units served to clients and number of miles per client incurred that are not determined to be allowable or are determined to be served to ineligible clients and shall, by written notice specifying the disallowed costs, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs.

11. Form Submission:
    Prior to submittal of an invoice for the following Title III funded services: Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

    Prior to submittal of an invoice for Title XX Meals the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.

12. Invoice Submission:
    12.1. Meals
    Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual meals served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.
    Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual meals served during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Contractor Initials
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A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.

12.1.1. Meals Mileage

Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Contract Service Authorization Form (#3502) and Meal and Mileage Invoices shall be sent to:
NH Department of Health and Human Services
Data Management Unit
129 Pleasant St, P.O. Box 2000
Concord, NH 03301

12.2. Title III Transportation:

The Contractor shall complete and submit a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served (unit being per client, per day) during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit. In addition, the Contractor shall complete a monthly transportation form. The form will be a predefined electronic form supplied by DHHS.

12.2.1. Title III Transportation Mileage

The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title III Transportation and Mileage invoices and the monthly transportation form shall be submitted to:
Financial Management
DHHS Bureau of Elderly and Adult Services
129 Pleasant St, Brown Building
Concord NH 03301

Contractor Initials AP
Date 5/6/15

12.3. Contractor will have forty-five (45) days from the end of the contract period to submit final invoices to the Department for payment. Any adjustments made to a prior invoice, during these forty-five (45) days, will need to be accompanied by supporting documentation.

12.4. The DHHS will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.

12.5. The Contractor shall submit to DHHS the subcontractor's budget for review and approval. The Contractor shall submit to DHHS copies of their subcontractor's invoices for actual units served to clients and number of miles per client that support the requests for reimbursement, upon DHHS request.

Contractor Initials
Date 5/6/15

Contractor Name:	Rockingham Nutrition and Meals on Wheels Program, Inc.

Period:	7/1/15-6/30/16			7/1/16-9/30/16		
Funding Source and Service	Projected Number of Units	Projected Number of Miles	Total Maximum Amount Allowed by Funding Source	Projected Number of Units	Projected Number of Miles	Total Maximum Amount Allowed by Funding Source
Title III C-1 Congregate Meals	53,000		$291,500.00	13,250		$72,875.00
Title III C-2 Home Delivered Meals	120,000	125,600	$619,680.00	30,000	31,400	$154,920.00
Title IIIB Transportation	15,964	140,000	$181,685.00	3,991	35,000	$45,421.25
Title XX Home Delivered Meals	106,000	108,400	$546,620.00	26,500	27,100	$136,655.00

Contractors Initials: JP
Date: 5/6/15

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS
As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Rockingham Nutrition & Meals on Wheels Program, Inc.

5/6/15
Date

Debra Perou, Executive Director
Name: Debra Perou
Title: Executive Director

Subject: Nutrition and Transportation Services

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		**1.2 State Agency Address** 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Rockingham Nutrition and Meals on Wheels Program, Inc.		**1.4 Contractor Address** 106 North Road Brentwood, NH 03833	
1.5 Contractor Phone Number (603) 679-2201	**1.6 Account Number** See Exhibit B	**1.7 Completion Date** June 30, 2015	**1.8 Price Limitation** $1,639,485
1.9 Contracting Officer for State Agency Mary Maggioncalda		**1.10 State Agency Telephone Number** 603-271-9096	
1.11 Contractor Signature Debra Perou		**1.12 Name and Title of Contractor Signatory** Debra Perou Executive Director	

1.13 Acknowledgement: State of NH, County of Rockingham

On 5/15/14, 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] Jaymie L. Chagnon

JAYMIE LEE CHAGNON
Notary Public - New Hampshire
My Commission Expires February 2, 2016

1.13.2 Name and Title of Notary or Justice of the Peace

Jaymie Chagnon, Notary Public

1.14 State Agency Signature Sh KRock	**1.15 Name and Title of State Agency Signatory** Sheri Rockburn Director

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution)

By: Mill. Brm On: 6/3/14

1.18 Approval by the Governor and Executive Council

By: On:

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials: AP
Date: 5/15/14

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.
The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $2,000,000 per occurrence; and
14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials: _____
Date: 5/15/14

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials: AP
Date: 5/15/14

Scope of Services

1. Purpose:

The contractor shall provide services in this contract to assist eligible people to live as independently as possible in safety and with dignity.

1.1. The services in this contract are intended for individuals who are not already receiving the same or similar services through one of DHHS' Medicaid Waiver Programs, who are eligible for other NH Medicaid services or who are receiving the same or similar services through the Veterans' Administration.

2. Contract Period:

The commencement date of this contract shall be effective July 1, 2014 or the date of G& C approval, whichever is later. The completion of this contract shall be June 30, 2015.

3. Population:

Services are for individuals who reside in independent living settings and who meet the eligibility criteria as follows:

3.1. Title III

Individuals who are age 60 and older and with the most economic or social needs as described in:

- Older Americans Act as amended, Section 305,(a)(2)(E) and
- Title III Older Americans Act Services: Title IIB- Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, and Title IIID- Disease Prevention and Health Promotion Services, NH Administrative Rule He-E 502.

3.2. Title XX 42 USC §1397 et seq.

Individuals who are age 60 and older or ages 18-59 who have a chronic illness or disability, and a maximum monthly income of $1,194 for calendar year 2014 as described in:

- The Social Services Block Grant (Title XX), NH Administrative Rule He-E 501.

4. Geographic Area to be served:

The Contractor shall provide and ensure delivery of the services listed in Paragraph 5 below to all eligible persons in the towns/cities listed in Geographic Area Exhibit A-1. Nothing in this Agreement shall be construed to limit the ability of the Contractor to provide said services to other eligible persons located in a town/city not listed in Exhibit A-1 when the Department requests the contractor to do so or when the contractor receives approval by the Department.

5. Services Provided in this Agreement

	Services		
	Home Delivered Meals Services	Congregate Meals Services	Transportation Services
Program:			
Title III	x	x	x
Title XX	x	na	na

An "x" denotes that the Contractor shall provide that service to eligible individuals in accordance with all applicable laws, rules, regulations and terms and conditions of this Agreement.

Contractors Initials: AP
Date: 5/15/14

6. Service descriptions

6.1. Home-Delivered Meals (funded through Titles III and XX) are delivered to a client at his/her home. A client must be homebound and unable to prepare his/her own meals. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the client including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. Providers Contractors must ensure assure that a visual contact is made with each client in his/her home on each day that meals are delivered as an assurance of the individual's safety, with the exception of meals designated as emergency meals or frozen meals which are delivered to clients in advance of anticipated inclement weather conditions or other adverse conditions.

6.2. Home Delivered Meals funded by Title XX shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX) incorporated by reference into this Agreement.

6.3. Home Delivered Meals funded by Title III shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.

6.4. The Contractor agrees to perform the following: receive inquiries and applications; determine eligibility; notify applicants of eligibility; maintain records for each recipient; train staff and volunteers; monitor and evaluate services; maintain financial records; submit reports as requested to the Bureau of Elderly and Adult Services.

6.5. Congregate Meals (Community Dining) (funded through Title III) are provided in community settings, where individuals travel to a designated site to share a meal with other individuals. Advance registration is not required, and individuals register when arriving at the meal site. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the individual including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. The Contractor shall provide congregate meals at the locations, hours, and days identified in Exhibit A-2.

6.6. Congregate Meals funded by Title III shall be provided according to the rules and policies of the Bureau of Elderly and Adult Services (BEAS), including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older Americans Act of 1965 as amended, incorporated by reference into this Agreement.

6.7. Transportation (funded through Title III) provides transport in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization. Title III Transportation services do not include pleasure excursions that charge individuals a fee for participation.

6.8. Transportation services funded by Title III shall be provided according to the rules and policies of BEAS, including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.

6.9. Transportation providers must be in compliance with all applicable Federal and State Department of Transportation and Department of Safety regulations. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500 and inspected in accordance with NH Administrative Rule Saf-C 3200. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing and NH Administrative Rule Saf-C 1800 Commercial drivers licensing, as applicable.

7. Service Compliance Requirements

7.1. Access to Services

7.1.1. Individuals access the services described in this contract through one of two ways. They may apply directly for services to the contractor or be referred to the contractor by the Adult Protective Services Program as a result of a substantiated report of neglect, abuse, or exploitation.

7.1.1.1. Client directly applies for services: The Contractor shall determine eligibility for these services in accordance with the rules and requirements of the Title III and Title XX Programs. The contractor shall determine the eligibility of the individual; and with the exception of Congregate Meals and Transportation, provide written notice of eligibility within 45 days from the date eligibility was determined, indicate what services are to be provided and their frequency, and indicate the beginning and end dates for individual's period of eligibility.

7.1.1.2. Client referred by Adult Protective Services (APS): The contractor does not take an application, determine or redetermine the client's eligibility or issue notifications. The client's case will be managed by the APS staff. The referral will a protective services plan that the APS worker puts into place to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, or exploitation.

7.2. Client Application/Request for Services

The Contractor shall complete an intake and application for services, in accordance with New Hampshire Administrative Rule He-E 500. Title XX Home-Delivered contractors shall use Form 3000 Application provided by DHHS. Title III Home-Delivered Meals contractors may use Form 3000 or a form of their own that includes the same information as the Form 3000. Congregate meals and transportation do not require an application per se but require participants to sign up for the service as a way to request the service. The Contractor submits these signature lists as verification that the service was provided.

7.3. Client Eligibility

7.3.1. The Contractor shall determine eligibility for services and shall be in compliance with both Title III and Title XX requirements regarding eligibility determination, notice of eligibility and the individual's period of eligibility as applicable.

7.3.2. In order for clients to be eligible to receive home-delivered meals through both Title III and Title XX, the client needs to demonstrate that he or she cannot prepare meals and that the individual is:

7.3.2.1. Homebound; or

7.3.2.2. Temporarily homebound due to recovery from illness or injury.

7.3.2.3. In order for clients to be eligible to receive congregate meals and transportation, they must be age 60 or older. They must sign up for these services prior to

Contractors Initials:
Date: 5/15/14

receiving them. A written application is not required. Individuals who are less than 60 years of age may receive congregate meals if they are:

(1) The spouses of individuals who accompany them to the meal site;

(2) Individuals providing volunteer services at the congregate meal site during meal hours;

(3) Individuals with disabilities who reside at home with an individual who is receiving Title III services; and

(4) Individuals with disabilities under the age of 60 who are not older individuals, but who reside in housing facilities occupied by older individuals where congregate meals are provided.

7.3.3. Eligibility determination

The Contractor shall submit its policies and procedures for client eligibility determination for services to DHHS for review and approval, within 30 days of the start of each State Fiscal Year.

For Home Delivered Meals:
The Contractor shall provide a written notice of the eligibility decision, for individuals determined to be eligible to receive services, to the individual as soon as possible, but no later than 45 calendar days from the date of determination. This notice shall include:
1) The services to be provided, and when;
2) The eligibility period; and
3) Contact information for the contractor.

If the client is determined to not be eligible for service(s), the notice shall include:
1) The reason(s) for the denial;
2) A statement regarding the right of the individual or his or her authorized representative to request an informal resolution or appeal of the eligibility determination decision.
3) Contact information for requesting an appeal.

7.3.4. Redetermination of Service Eligibility.

The Contractor shall submit its policies and procedures for client eligibility redetermination for services to DHHS for review and approval, within 30 days of start of each State Fiscal Year.

For Home Delivered Meals:
1) The Contractor shall review the individual's service record annually while services are being provided. The review shall be completed within 30 days prior to the anniversary date on which eligibility began.
2) The Contractor shall make a decision to re-certify or terminate the individual's services based on the requirements contained in Title III and Title XX administrative rules and document the decision by making a notation in the individuals' service record.

7.3.5. Termination of Services.

Services shall be terminated when:
1) The individual or his or her authorized representative requests that the services be terminated;
2) The individual no longer meets the eligibility requirements for services;
3) Funding by the State for the service(s) is no longer available;
4) The individual did not reapply for services as required by program rules;
5) The individual has been admitted to a nursing home or residential care facility; or

6) The individual is deceased.

7.3.6. Service Authorizations for Eligible Clients.
Once the client has been determined eligible to receive home delivered meals and congregate meals services, the contractor shall obtain a service authorization from DHHS in order to be reimbursed from this contract for allowable costs in providing services to that client. Transportation services do not require service authorizations.

7.3.6.1. The Contractor shall submit a completed Form 3502 "Contract Service Authorization-New Authorization" for each client who has been determined eligible to receive home delivered and/or congregate meals services. More than one service may be included on a Form 3502. The completed Form 3502 shall be submitted to:

Bureau of Data Management
129 Pleasant Street
Concord, NH 03301

7.4. Client Assessments

The contractor shall assess the individual's needs and develop written service plans, keep written progress notes; and monitor and adjust service plans to meet the individual's needs in accordance with NH Administrative Rule 500.

7.5. Person centered provision of services

The Contractor agrees to incorporate into its agency's functions, policies, staff-client interactions and in the provision of all services in this Agreement the following Guiding Principles for Person-Centered Planning Philosophy:

7.5.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
- 7.5.1.1. Individual's wishes, values, and beliefs are considered and respected.
- 7.5.1.2. Individual is listened to; needs and concerns are addressed.
- 7.5.1.3. Individual receives the information he/she needs to make informed decisions.

7.5.2. Planning is responsive to the individual. His or her preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.

7.5.3. Services are designed, scheduled, and delivered to best meet the needs and preferences of the individual.

7.5.4. The system is committed to excellence and quality improvement:

7.5.5. Individual rights are affirmed and protected.

7.5.6. Individuals are protected from exploitation, abuse, and neglect.

7.5.7. The service system is accessible, responsive, and accountable to the individual.

7.5.8. Person-centered planning may be incorporated into existing service plans or documents already being used by the contractor.

7.6. Staffing

The Contractor agrees to adhere to the following staffing requirements:

7.6.1. Provide sufficient staff to perform all tasks specified in this Agreement. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients and geographic area as identified in this Agreement.

7.6.2. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their

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respective positions. This includes keeping up-to-date personnel and training records and documentation of all individuals requiring licenses and/or certifications. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to DHHS within thirty days of approval of the Contract Agreement. The plan shall include but not be limited to:

7.6.3. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;

7.6.4. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;

7.6.5. A description of time frames necessary for obtaining staff replacements;

7.6.6. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience; and

7.6.7. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

7.7. Service Delivery Verification

The following are the performance measure reporting requirements for each service identified in Section 1.

1) Eligibility:

a) The number of applications for home delivered meals and the number of requests for congregate meals and transportation and

i) The number and percent of applicants found eligible for each service; and

ii) The number and percent of applicants found ineligible for each service.

The contractor will indicate the reasons applicants were found ineligible and what quality improvement activity(ies) is/are to be initiated to address concerns about eligibility.

2) Quality and Appropriateness:

a) Plans of Care: For home delivered meals the number and percent of individuals' plans of care contain evidence of person-centered planning

i) The number and percent of individuals who have experienced a safety-related incident or accident which occurs during times of face-to-face contact with the client(s); The number and percent of individuals for whom a report to Adult Protective Services was made.

b) Experience: The number and percent of individuals surveyed (via telephone, mail, e-mail, or face-to-face) who report their experiences with their services and providers have been satisfactory or better.

c) The contractor will indicate the reasons why:

i) For home delivered meals, applicants' plans of care did not include evidence of person-centered planning;

ii) Applicants experienced safety-related incidents which occurs during times of face-to-face contact with the client(s); Applicants were referred to Adult Protective Services; and

iii) The number and percent of individuals surveyed who reported their experiences with their services and providers were not satisfactory or better.

d) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about the quality and appropriateness of care.

3) The Contractor must survey a sample of participants for each contracted service and provide their survey methodology, in writing, to BEAS.

4) Service Delivery

a) The number of open cases at the end of each reporting period, and

i) The number and percent of days individuals did not receive a planned service(s) due to the service(s) not being available due to inadequate staffing or other related provider issue or due to lack of transportation, etc.

b) The Contractor will indicate the reasons applicants did not receive their planned services.
c) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about service delivery.

7.8. Reporting Requirements:

Contractors shall complete quarterly reports which will be a pre-defined electronic form supplied by DHHS. The report must be submitted by the 15th of the month following the quarter end. The data will include, but not be limited to the following:

- Expenses by program service provided. Service is defined as Home Delivered Meals, Congregate Meals & Transportation;
- Revenue, by program service provided, by funding source;
- Actual Units served, by program service provided, by funding source;
- Number of unduplicated clients served, by service provided, by funding source;
- Number of Title III and Title XX clients served with non-BEAS funds;
- Unmet need/waiting list; and,
- Lengths of time clients are on a waiting list.

In addition, the Contractor shall complete the Home-Delivered Data Form and the Transportation Data Form two (2) times per year. These forms will be due January 31, 2015 and July 31, 2015. The form will be a pre-defined electronic form supplied by DHHS. The data will include, but not be limited to the following:

For home-delivered meals:

- the number of meals served by client and by town;
- the number of meals served in the aggregate;
- the number of miles related to the delivery of meals in the aggregate.

For transportation:

- the number of clients served by town and in the aggregate;
- the number of miles in the aggregate;
- the nature of the transportation. Nature is defined as Medical appointment, shopping, etc...;
- the occupancy rate per vehicle.

7.9. Client Fees and Donations

7.9.1. Title III Services

Except as provided in paragraph 7.9.3, the NH Administrative Rule He-E 502.12 allows Title III contractors to ask individuals receiving services for a voluntary donation towards the cost of the service and provides guidance for requesting donations. The donation is to be purely voluntary, and no one can be refused services if they are unable or unwilling to donate.

The Contractor is required to report the total amount of collected donations on the quarterly report sent to BEAS Finance.

7.9.2. Title XX Services

The Contractor may charge fees to individuals receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to individuals seeking services. The Contractor shall comply with the New Hampshire Administrative Rule He-E 501 when establishing and charging fees to individuals. In addition, the Contractor is required to report on the total amount of fees/income received for Title XX Services on the quarterly report sent to BEAS Finance.

7.9.2.1. The Contractor providing Title XX services may charge fees to clients referred by APS staff for whom reports of abuse, neglect, self-neglect and/or exploitation have not been founded. The Contractor is required to include the total amount of fees/income received for Title XX services, referred by APS staff, with the total amount of fees/income reported for Title XX Services, listed above, on the quarterly report sent to BEAS Finance.

7.9.3. Adult Protective Services

Under RSA 161-F: 42 et seq. BEAS provides protective services to incapacitated adults to prevent neglect, abuse or exploitation. When BEAS determines that an individual needs protective services as described in the Adult Protection Program NH Administrative Rules (He-E 700), the Contractor agrees that the payment received from BEAS for the specified services is payment in full for those services, and the provider agrees to refrain from making any attempt to secure additional reimbursement of any type from the individual for those services. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons in need of protective services.

7.9.3.2. Agencies providing Title III and/or Title XX services may not charge fees or ask donations from clients referred by the DHHS Adult Protective Services (APS) Program as long as these individuals remain active recipients of adult protective services as verified by Adult Protective Services staff.

7.10. Adult Protective Services

The Contractor will report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law.
The Contractor shall make a good faith effort to assure the provision of some level of services to those persons who the Department refers to the contracted agency and identifies the client in in need of protective services.
The Contractor shall follow the plan of care established by the APS social worker.
The contractor is expected to inform the referring APS staff of any changes in the individual's situation or other concerns, and the APS staffs are expected to inform the contractor of any information that may affect service provision.

7.11. E-Studio Electronic Information System

The Contractor shall be required to use BEAS' E-Studio electronic information system. E-Studio is BEAS' primary vehicle for uploading important information concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information. Contractor shall identify all of the key personnel who need to have E-Studio accounts to ensure that information from BEAS can be shared with the necessary agency staff. There is no cost to the contractor for BEAS to create an E-Studio account and no limit on the number of staff an agency identifies to have access to E-Studio. Contractor shall ensure that their E-Studio account(s) are kept current and that BEAS is notified when a staff member is no longer working in the program so his/her account can be terminated.

7.12. Criminal Background and Adult Protective Service Registry Checks

The contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services are required to complete a BEAS State Registry check before the staff member or volunteer begins providing services. In addition, all agency staff must undergo a NH Criminal Records Background check.

7.12.1. Contractor shall conduct a New Hampshire criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact.

7.12.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49, which require the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry.

7.13. Grievance and Appeals

The Contractor must maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and staff. The Contractor shall have grievance system in place that includes a grievance process and any grievances filed are to be available to DHHS upon request. At a minimum the process shall include the following:

a) Client name,
b) type of service,
c) date of written grievance,
d) nature/subject of the grievance,
e) who in the agency reconsiders agency decisions,
f) what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.

7.14. Privacy and Security of Client Information

DHHS is the designated owner of all data and shall approve all access to that data. The Contractor shall not have ownership of State data at any time. The Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law. Privacy policy statements may be developed and amended from time to time by the State and will be appropriately displayed on the State portal. The Contractor shall provide sufficient security to protect the State and DHHS data in network, transit, storage and cache. In the event of breach, the contractor shall notify the Department within one day from the date of breach.

7.15. Culturally and Linguistically Appropriate Standards of Care

The Contractor shall ensure equal access to quality services under this contract by providing culturally and linguistically appropriate services according to the following guidelines:

- Assess the ethnic/cultural needs, resources and assets of their community.
- Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment or to those with disabilities.
- When feasible and appropriate, provide clients of minimal English skills with interpretation services.
- Offer clients a forum through which they have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may require a response.
- When feasible and appropriate, identify communication access needs for clients who may be deaf or hard of hearing, and/or have vision or speech impairment and develop an individual communication plan for clients to receive services.

7.16. Wait Lists

7.16.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. The contract agency shall maintain a wait list in accordance with NH Administrative Rules He-E 501 and 502 when funding or resources are not available to provide the requested services. A wait list includes at a minimum:

a) Each contract agency shall include the following information on its wait list:
   i) The individual's full name and date of birth;
   ii) The name of the service being requested;
   iii) The date upon which the individual applied for services which shall be the date the application was receive by the contract agency or BEAS;
   iv) The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
   v) The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services;
   vi) The individual's assigned priority on the wait list, determined in accordance with (b) below;
   vii) A brief description of the individual's circumstances and the services he or she needs.
b) The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
   i) Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
   ii) Declining mental or physical health of the caregiver;
   iii) Declining mental or physical health of the individual;
   iv) Individual has no respite services while living with a caregiver; and
   v) Length of time on the wait list.
   vi) When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.
   vii) Individuals who are being served under protective services RSA 161-F: 42-57 shall be given priority status on the waitlist and in accordance with He-E 501.14 (f) and He-E 502.13.
   viii) Individuals with adult protective needs in accordance with RSA 161-F: 42-57 shall be exempt from the wait list.
c) When an individual is placed on the wait list, the contract agency shall notify the individual in writing
d) The wait list must be maintained during the contract period and available to BEAS upon request.

7.17. Notice of Failure to meet Service Obligations

1) In the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date, the Contractor shall give at least a ninety (90) day prior written notice addressed to the Bureau Director, Bureau of Elderly and Adult Services, of such in ability to meet service obligations.
2) Examples of failure to meet service obligations may include, but are not limited to:
   a) Reducing hours of operation
   b) Changing a geographic service area
   c) Closing or opening a site
3) The written notification shall include the following:
   a) The reasons for the inability to deliver services;
   b) How service recipients and the community will be impacted if the contractor is unable to provide services
   c) How service recipients and the community will be notified; and
   d) The Contractor's plan to transition clients into other services or refer the clients to other agencies.
4) The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:
   a) Service(s) are terminated or planned to be terminated prior to the termination date of the contract;

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b) The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State;
c) The Contractor terminates a services or services for any reason;
d) The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

7.18. Transition Process

The Contractor shall have a transition process for clients in the event that they maybe transitioned between DHHS contracted providers and shall submit their written transition process to DHHS within thirty days of approval of the Contract Agreement. The process shall ensure

a) Uninterrupted delivery of services for clients;
b) A method of notifying clients and/or the community about the transition. A staff member shall be available to address questions about the transition.

7.19. Compliance with Laws and Regulations

Services and Administration of the program services shall be provided in accordance with the applicable federal and state laws, Title III and Title XX rules, policies and regulations adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.

7.20. Contract Monitoring

The Contractor shall:

7.20.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.

7.20.2. Ensure the Department is provided with access that includes but is not limited to:

a) Data
b) Financial records
c) Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
d) Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
e) Scheduled phone access to Contractor principals and staff
f) Timely unscheduled phone response by Contractor principals and staff.

7.21. Financial Integrity Maintenance

7.21.1. Financial Reporting Requirements: In addition to the requirement for Contractor to provide annual audited financial statements, the Contractor agrees to provide quarterly to the State, interim Balance Sheet and Profit and Loss Statements for the Contractor to including separate statements for related parties. All statements must be certified by an officer of the reporting entity.

7.21.2. Corrective Action and or Termination: If after review of the contractor submitted information, and based on the following risk assessment, the State at its sole discretion, the State may:

1. Require a corrective action plan for identified deficiencies, or
2. Terminate the contract for reasons of risk to continued operation, services, or deliverables as required by the terms of the contract.

7.21.3. Absence of Risk Conditional Termination: This section does not negate any rights the State may have relative to the contract.

7.21.4. Risk Assessment Process:

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The State will analyze the financial information provided by Contractor. Such analysis will include calculation of the ratios set forth in Table A. The weighted average of the ratios is used to calculate a risk score as follows:

- Low Risk 70% and Above
- Moderate Risk From 26% to 69%
- High Risk 25% and Below

7.21.5. Weighted Average: The process for the scoring is

1. Calculate the individual ratio for the Contractor
2. Divide Contractor ratio by the benchmark to determine percentage above or below benchmark
3. Multiply Contractor percentage by "Percentage Weight of Risk Score"
4. Add the scores for the ratios as determined for each ratio in Steps 1 to 3.

7.21.6. The State will provide, upon request, the Risk calculations for the Contractor.

Table A - Risk Analysis Assessment Ratios Matrix

Category	*Name of Ratio*	*Description*	*How it is Calculated*	*What the Ratio Measures*	*Benchmark*	*Percentage of Total Risk Assessment*
Liquidity	Current Ratio	This ratio compares the Current Assets with the Current Liabilities.	CURRENT ASSETS / CURRENT LIABILITIES	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a ratio, and represents 15% of the total risk assessment value.	1.0:1	10.0%
Liquidity	Days Expense in Working Capital	This ratio calculates the number of day's expense that the working capital can support.	(CURRENT ASSETS - CURRENT LIAB) / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed in "number of days" and represents 15% of the total risk assessment value.	30	10.0%

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Table A - Risk Analysis Assessment Ratios Matrix						
Category	***Name of Ratio***	***Description***	***How it is Calculated***	***What the Ratio Measures***	***Benchmark***	***Percentage of Total Risk Assessment***
Liquidity	Days of Revenue In Accounts Receivable	This ratio calculates the number of days of revenue that are in accounts receivable.	(ACCOUNTS RECEIVABLE) / (REVENUE/365)	This ratio measures the performance of the accounts receivable function and the timeliness of revenue collection. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in days.	30	10.0%
Operating Results	Return on Equity	This ratio is a representation of the increase or decrease in net assets from the prior year.	INCREASE IN NET ASSETS / NET ASSETS	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Operating Results	Operation Income to Revenue	This ratio compares the current year's operating income with the current year's revenue.	OPERATING INCOME / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	3%	10.0%

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Table A - Risk Analysis Assessment Ratios Matrix						
Category	***Name of Ratio***	***Description***	***How it is Calculated***	***What the Ratio Measures***	***Benchmark***	***Percentage of Total Risk Assessment***
Operating Results	Cash Flow % of Revenue	This ratio calculates the company's cash flow as a percentage of revenue.	(INCREASE IN NET ASSETS + DEPRECIATION) / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	2%	10.0%
Leverage	Debt to Equity	This ratio compares total debt to equity.	(TOTAL ASSETS - NET ASSETS)/NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a ratio and represents 5% of the total risk assessment value.	0.7:1	5.0%
Leverage	Long Term Debt to Equity	This ratio compares long term debt to equity.	LONG TERM DEBT / NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 5% of the total risk assessment value.	100%	5.0%
Leverage	Debt Ratio	This ratio compares total debt to total assets.	(TOTAL ASSETS - NET ASSETS)/TOTAL ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk	50%	10.0%

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Table A - Risk Analysis Assessment Ratios Matrix						
Category	***Name of Ratio***	***Description***	***How it is Calculated***	***What the Ratio Measures***	***Benchmark***	***Percentage of Total Risk Assessment***
				assessment value.		
Reserves	Cash Flow to Total Debt	This ratio compares cash flow to total debt.	(OP. SURPLUS + DEPRECIATION) / (TOTAL ASSETS - NET ASSETS)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Reserves	Days Expense in Available Net Assets	This ratio calculates the number of day's expense that the net assets of the company can support.	NET ASSETS / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in "number of days" and this represents 10% of the total risk assessment value.	90	10.0%
						100.0%

7.22. **Agreement Elements**

The Agreement between the parties shall consist of the following: General Provisions (P-37), Exhibit A Scope of Services, Exhibit A-1 Geographic Area, Exhibit A-2 Congregate Meal Sites, Exhibit B Method and Conditions Precedent to Payment, Exhibits B-1, B-2 and B-3, Exhibit C Special Provisions, Exhibit C-1 Additional Special Provisions, Exhibit D Certification Regarding Drug-Free Workplace, Exhibit E Certification Regarding Lobbying, Exhibit F Certification Regarding Debarment, Suspension and Other Responsibility Matters, Exhibit G Certification Regarding the American's With Disabilities Act Compliance, Exhibit H Certification Regarding Environmental Tobacco Smoke, Exhibit I Health Insurance Portability and Accountability Act Business Associate Agreement, Exhibit J Certification Regarding The Federal Funding Accountability and Transparency Act Compliance. In the event of any conflict or contradiction between or among the Agreement documents, the documents shall control in the above order of precedence.

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Exhibit A-1
July 1, 2014 through June 30, 2015
GEOGRAPHIC AREA FORM

NAME OF SERVICE	COUNTY/COUNTIES	TOWNS/CITIES WHERE SERVICES WILL BE OFFERED
Transportation	Rockingham	We belong to two RCC's and currently provide service directly or through others in Atkinson, Brentwood, Candia, Danville, Deerfield, Derry, East Kingston, Epping, Exeter, Fremont, Hampstead, Kingston, Londonderry, Newington, Newton, Northwood, Nottingham, Plaistow, Portsmouth, Raymond, Sandown, and Stratham.
HD/MOW Meals	Rockingham	*All 37 cities & towns of Rockingham County
Congregate Meals	Rockingham	We provide congregate meals to any eligible senior willing to come to our Congregate mealsite locations, with primary focus on the seniors of all 37 cities & towns of Rockingham County. Our dining facilities are located in the following towns. Derry, Exeter, Hampton, Londonderry, Newmarket, Plaistow, Portsmouth, Raymond (2 eenters), Salem, Seabrook, and Windham
Rockingham County includes: Atkinson, Auburn, Brentwood, Candia, Chester, Danville, Deerfield, Derry, East Kingston, Epping, Exeter, Fremont, Greenland, Hampstead, Hampton, Hampton Falls, Kensington, Kingston, Londonderry, New Castle, Newfields, Newington, Newmarket, Newton, North Hampton, Northwood, Nottingham, Plaistow, Portsmouth, Raymond, Rye, Salem, Sandown, Seabrook, South Hampton, Stratham, and Windham		

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Exhibit A-2
July 1, 2014 through June 30, 2015

CONGREGATE NUTRITION SITE INFORMATION

Contractor's name: Rockingham Nutrition and Meals On Wheels

Site	Location	Site Hours	Dining Hours	Days of Week	Avg # of		Date of Most	
		Opens-Closes		Svs. Provided	Meals Per Day		Recent Inspections	
				M Tu W Th F Sa Su	Congregate	Home Delivered	Fire	Health
1. Site Name	Marion Gerrish Center	8:30 - 1:00	11:45 - 12:45	M Tu W Th F	20	125	05/01/2014	12/06/2013
2. Street	63 East Broadway							
3. Town/City	Derry, NH 03038							
4. Telephone #	434-5148							
1. Site Name	Exeter Senior Center	8:30 - 1:00	11:45 - 12:45	M Tu W Th F	27	113	02/12/2013	04/07/2014
2. Street	30 Court Street							
3. Town/City	Exeter, NH 03833							
4. Telephone #	778-8196							
1. Site Name	United Methodist Church	9:00 - 1:00	11:45 - 12:45	M Tu W Th F	12	79	01/31/2013	11/08/2011
2. Street	525 Lafayette Road							
3. Town/City	Hampton, NH 03842							
4. Telephone #	929-1108							
1. Site Name	Londonderry Senior Center	9:00 - 1:00	12:00 - 1:00	Tu W Th	23	0	05/01/2013	01/10/2012
2. Street	Mammoth Road							
3. Town/City	Londonderry, NH 03053							
4. Telephone #	432-7509							

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Exhibit A-2
July 1, 2014 through June 30, 2015

CONGREGATE NUTRITION SITE INFORMATION

Contractor's name: Rockingham Nutrition and Meals On Wheels

Site	Location	Site Hours	Dining Hours	Days of Week	Avg # of		Date of Most	
		Opens-Closes		Svs. Provided	Meals Per Day		Recent Inspections	
				M Tu W Th F Sa Su	Congregate	Home Delivered	Fire	Health
1. Site Name	Newmarket Senior Center	9:00 - 1:00	12:00 - 1:00	M Tu W Th F	12	50	06/25/2013	08/20/2013
2. Street	2 Terrace Drive							
3. Town/City	Newmarket, NH 03857							
4. Telephone #	659-3150							
1. Site Name	Vic Geary Center	9:00 - 2:00	12:00 - 1:00	M Tu W Th F	45	142	12/03/2013	02/25/2014
2. Street	18 Greenough Road							
3. Town/City	Plaistow, NH 03865							
4. Telephone #	382-5995							
1. Site Name	Altantic Heights	9:00 - 1:00	12:00 - 1:00	M Tu W Th F	8	129	05/01/2012	12/16/2013
2. Street	40 Bedford Way							
3. Town/City	Portsmouth, NH 03801							
4. Telephone #	997-6316							
1. Site Name	Ray-Fre Senior Center	9:00 - 1:00	11:45 - 12:45	Tu Th	21	0	02/02/2013	07/25/2013
2. Street	64 Main Street							
3. Town/City	Raymond, NH 03077							
4. Telephone #	895-3258							

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Exhibit A-2
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APPENDIX E

CONGREGATE NUTRITION SITE INFORMATION

Contractor's name: Rockingham Nutrition and Meals On Wheels

Site	Location	Site Hours	Dining Hours	Days of Week	Avg # of		Date of Most	
		Opens-Closes		Svs. Provided	Meals Per Day		Recent Inspections	
				M Tu W Th F Sa Su	Congregate	Home Delivered	Fire	Health
1. Site Name	Congregational Church	9:00 - 1:00	11:30 - 12:30	M Tu W Th F	3	123	01/14/2014	09/01/2013
2. Street	One Church Street							
3. Town/City	Raymond, NH 03077							
4. Telephone #	895-1479							
1. Site Name	Ingram Senior Center	8:30 - 1:30	11:30 - 12:00	M Tu W Th F	35	114	01/31/2014	11/14/2013
2. Street	1 Sally Sweet Way							
3. Town/City	Salem, NH 03079							
4. Telephone #	893-2137							
1. Site Name	Seabrook Community Center	9:00 - 1:00	11:45 - 12:45	M Tu W Th F	16	60	05/30/2012	09/29/2011
2. Street	311 Lafayette Road							
3. Town/City	Seabrook, NH 03874							
4. Telephone #	474-2139							
1. Site Name	Windham Senior Center	10:00 - 1:00	12:00 - 1:00	Tu Th	23	0	04/16/2013	04/16/2014
2. Street	5 North Lowell Street							
3. Town/City	Windham, NH 03087							
4. Telephone #	434-2411							

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Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions (P-37) of this Agreement for the services provided by the Contractor pursuant to Exhibit A, Scope of Services and for the period beginning July 1, 2014 or the date of G&C approval, whichever is later. The completion date of this contract shall be June 30, 2015, block 1.7 of the P-37.

2. Service(s) provided in this Agreement: The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A, Paragraph 5. The following terms and conditions detailed below in this Exhibit B shall apply to all services unless expressly stated otherwise.

3. Payment for contracted services will be made up to the total maximum allowable funding identified in Column D of Exhibits B-1 and B-3, and Column C of Exhibit B-2 and based on the following reimbursement rates:

   3.1. $4.85 per home delivered meal
   3.2. $5.50 per congregate meal
   3.3. $8.75 per person per day for Transportation Services
   3.4. .30 cents per mile

4. The General provisions (P-37) Section 1.6 Account Numbers for funding under this contract including identification of the funding source (name of Grantor and Catalog of Federal Domestic Assistance (CFDA) number) are as follows:

Service	Funding Name	Funding Source	CFDA #	State of NH Account Number
Transportation	Special Programs for the Aging- Title IIIB	ACL	93.044	05-95-48-481010-78720000-512-500352
Nutrition Services	Special Programs for the Aging- Title IIIC	ACL	93.045	05-95-48-481010-78720000-541-500383
Nutrition Services: Home Delivered Meals	Social Services Block Grant- Title XX	U.S. Dept of Health & Human Services	93.667	05-95-48-481010-92550000-544-500386

5. Notwithstanding paragraph 18 of the P-37, an amendment limited to the terms of Exhibit B-1, B-2, and B-3 to transfer the amount of units from one service to another can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

6. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT).

7. The DHHS may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in

Contractor Initials LP
Date 5/15/14

accordance with the requirements and scope of services in Exhibit A; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.

8. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of required reports, or Contractor Site Review Reports, the State may review all units served to clients and number of miles per client incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any units served to clients and number of miles per client incurred that are not determined to be allowable or are determined to be served to ineligible clients and shall, by written notice specifying the disallowed costs, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs.

9. Form Submission:
Prior to submittal of an invoice for the following Title III funded services: Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

Prior to submittal of an invoice for Title XX Meals the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.

10. Invoice Submission:

10.1. Meals

Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual meals served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual meals served during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.

10.1.1. Meals Mileage

Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Contractor Initials
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Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Contract Service Authorization Form (#3502) and Meal and Mileage Invoices shall be sent to:
NH Department of Health and Human Services
Data Management Unit
129 Pleasant St, P.O. Box 2000
Concord, NH 03301

10.2. Title III Transportation:
The Contractor shall complete and submit a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served (unit being per client, per day) during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit. In addition, the Contractor shall complete a monthly transportation form. The form will be a predefined electronic form supplied by DHHS.

10.2.1. Title III Transportation Mileage
The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title III Transportation and Mileage invoices and the monthly transportation form shall be submitted to:
Financial Management
DHHS Bureau of Elderly and Adult Services
129 Pleasant St, Brown Building
Concord NH 03301

10.3. Contractor will have forty-five (45) days from the end of the contract period to submit final invoices to the Department for payment. Any adjustments made to a prior invoice, during these forty-five (45) days, will need to be accompanied by supporting documentation.

10.4. The DHHS will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.

10.5. The Contractor shall submit to DHHS the subcontractor's budget for review and approval. The Contractor shall submit to DHHS copies of their subcontractor's invoices for actual units served to clients and number of miles per client that support the requests for reimbursement, upon DHHS request.

Exhibit B-1
Home Delivered Meals
July 1. 2014 through June 30, 2015

ROCKINGHAM NUTRITION AND MEALS ON WHEELS PROGRAM			
Col. A	Col. B	Col. C	Col. D
Funding	Projected Number of Home Delivered Meals	Projected Number of Miles	Total Maximum Amount Allowed by Funding
Title III 2C	120,000	125,600	$ 619,680.00
Title XX	106,000	108,400	$ 546,620.00

Contractors Initials: AP
Date: 5/15/14

Exhibit B-2
Congregate Meals
July 1, 2014 through June 30, 2015

Rockingham Nutrition and Meals on Wheels Program		
Col. A	Col. B	Col. C
Funding	Projected Number of Congregate Meals	Total Maximum Amount Allowed by Funding
Title III C1	53,000	$ 291,500.00

Contractors Initials: AP
Date: 5/15/14

Exhibit B-3
Transportation Services
July 1, 2014 through June 30, 2015

ROCKINGHAM NUTRITION AND MEALS ON WHEELS PROGRAM			
Col. A	Col. B	Col. C	Col. D
Funding	Projected Number of Clients	Projected Number of Miles	Total maximum Amount Allowed by Funding
Title III B	15,964	140,000	$ 181,685.00

Contractors Initials: AP
Date: 5/15/14

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party fundors for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party fundors, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   1.2. Establishing an ongoing drug-free awareness program to inform employees about
      1.2.1. The dangers of drug abuse in the workplace;
      1.2.2. The grantee's policy of maintaining a drug-free workplace;
      1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
      1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
      1.4.1. Abide by the terms of the statement; and
      1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
  1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name: Rockingham Nutrition + Meals on Wheels

5/15/14
Date

Debra Perou
Name: Debra Perou
Title: Executive Director

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor Name: Rockingham Nutrition + Meals on Wheels

5/15/14
Date

Name: Debra Perou
Title: Executive Director

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Rockingham Nutrition & Meals on Wheels

5/15/14
Date

Debra Perou
Name: Debra Perou
Title: Executive Director

Contractor Initials DP
Date 5/15/14

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Contractor Name: Rockingham Nutrition + Meals on Wheels

5/15/14
Date

Name: Debra Arou
Title: Executive Director

State of New Hampshire
Department of Health and Human Services
Amendment #4 to the Nutrition and Transportation Contract

This fourth Amendment to the Nutrition and Transportation contract (hereinafter referred to as "Amendment #4") dated May 9, 2016, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and St. Joseph Community Services, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 395 D.W. Highway, Merrimack, NH, 03054.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 18, 2014 (Item #109) (hereinafter referred to as the "Contract"), and amended by an agreement (Amendment #1) approved on December 17, 2014 and (Amendment #2) approved on April 22, 2015 by the Attorney General, and (Amendment #3) approved on June 10, 2015 (Item #21) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Department and the Contractor agree: 1) to change the per person per day transportation rate and per mile rate; 2) to transfer funding from Title III Congregate meals to Title III Home Delivered Meals; and 3) to increase the amount of funding for Title III C-1 Congregate Meals, Title III C-2 Home Delivered Meals, and Title XX Home Delivered Meals; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #4, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.

2. Amend General Provisions (Form P-37), Block 1.8, Price Limitation, to read: $3,824,177.15.

3. Replace Exhibit B Amendment #1, Section 3 as follows:

    3. The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A Amendment #1, Paragraph 5, according to the following reimbursement rates:

Reimbursement Rates	Unit Types
$4.85	Per Home Delivered Meal
$5.50	Per Congregate Meal
$9.32	Per Person per day for Transportation Services
$.54	Per mile

Contractor Initials: MB
Date: 5/10/2016

4. Replace Exhibit B-4 Title III C-1 Congregate Meals 7/1/15 – 6/30/16 and 7/1/16 – 9/30/16 Total Maximum Allowed by Funding Source with $317,075 and $78,375, respectively.

5. Replace Exhibit B-4 Title III C-2 Home Delivered Meals 7/1/15 – 6/30/16 and 7/1/16 – 9/30/16 Total Maximum Allowed by Funding Source with $981,800.25 and $244,146.75, respectively.

6. Replace Exhibit B-4 Title XX Home Delivered Meals 7/1/15 – 6/30/16 Total Maximum Allowed by Funding Source with $364,953.15.

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/18/16
Date

NAME Marilee Nihan, MBA
TITLE Deputy Commissioner

St. Joseph Community Services, Inc.

May 10, 2016
Date

NAME Meghan Brady
TITLE President

Acknowledgement:
State of New Hampshire, County of Hillsborough on May 10, 2016, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

ELIDA GAGNE
MY COMMISSION EXPIRES OCT. 29, 2019
NOTARY PUBLIC NEW HAMPSHIRE

Name and Title of Notary or ~~Justice of the Peace~~

Contractor Initials: MB
Date: 5/10/2016

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/23/14
Date

Name: Megan A. Yeph
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Contractor Initials: MB
Date: 5/10/2016

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that St. Joseph Community Services, Inc. is a New Hampshire nonprofit corporation formed July 26, 1977. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 8th day of April, A.D. 2015

William M. Gardner
Secretary of State

NEW HAMPSHIRE

Corporation Division

Search
By Business Name
By Business ID
By Registered Agent
Annual Report
File Online
Guidelines
Name Availability
Name Appeal Process

Date: 4/21/2016

Filed Documents

(Annual Report History, View Images, etc.)

Business Name History

Name	Name Type
St. Joseph Community Services, Inc.	Legal

Non-Profit Corporation - Domestic - Information

Business ID:	64319
Status:	Good Standing
Entity Creation Date:	7/26/1977
Principal Office Address:	PO Box 910 395 Dw Hwy Merrimack NH 03054
Principal Mailing Address:	No Address
Expiration Date:	Perpetual
Last Annual Report Filed Date:	2/20/2015 4:30:00 PM
Last Annual Report Filed:	2015

Registered Agent

Agent Name:	
Office Address:	No Address
Mailing Address:	No Address

Important Note: The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.

CERTIFICATE OF VOTE

I, John Getts, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of St. Joseph Community Services, Inc.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of

the Agency duly held on August 21, 2015:
(Date)

RESOLVED: That the President
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of

The 10th day of May, 2016
(Date Contract Signed)

4. Meghan Brady is the duly elected President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 10th day of May, 2016.

By John Getts.
(Name of Elected Officer of the Agency)

(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 4/8/2020

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/22/2016

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	CONTACT NAME: Cathy Beauregard
Eaton & Berube Insurance Agency, Inc. 11 Concord Street Nashua NH 03061	PHONE (A/C, No, Ext): 603-689-7229 FAX (A/C, No): 603-886-4230 E-MAIL ADDRESS: cbeauregard@eatonberube.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Hanover Insurance
INSURED STJOS4 St Joseph Community Services, Inc 395 Daniel Webster Hwy Merrimack NH 03054-4128	INSURER B : AmTrust Group
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1818076159 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			ZBV6232522	10/1/2015	10/1/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $100,000 $5,000 $1,000,000 $3,000,000 $ $
A	**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			ABV5937637	10/1/2015	10/1/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $0			UHV6229471	10/1/2015	10/1/2016	EACH OCCURRENCE AGGREGATE $	$1,000,000 $1,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WWC3167165	10/1/2015	10/1/2016	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
A	Professional Liability			ZBV6232522	10/1/2015	10/1/2016	Each Claim Aggregate	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Non Profit organization providing "Meals On Wheels" services. Workers Compensation Information: no excluded officers; coverage for NH. Volunteer Board of Directors

CERTIFICATE HOLDER

NH Dept of Health & Human Services
129 Pleasant Street
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marc L Berube

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MISSION STATEMENT

St. Joseph Community Services fosters independence and life enrichment for seniors and other qualified adults through nutrition, social engagement and community services.

ST. JOSEPH COMMUNITY SERVICES, INC.

Financial Statements

For the Year Ended September 30, 2015

(With Independent Auditors' Report Thereon)

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MELANSONHEATH
ACCOUNTANTS • AUDITORS

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Andover, MA
Greenfield, MA
Ellsworth, ME

INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
St. Joseph Community Services, Inc.

Report on the Financial Statements

We have audited the accompanying financial statements of St. Joseph Community Services, Inc., which comprise the statement of financial position as of September 30, 2015, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and

fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control.

Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of St. Joseph Community Services, Inc. as of September 30, 2015, and the changes in net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited the Organization's fiscal year 2014 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated December 16, 2014. In our opinion, the summarized comparative information presented herein as of and for the year ended September 30, 2014 is consistent, in all material respects, with the audited financial statements from which it was derived.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 4, 2015 on our consideration of St. Joseph Community Services, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering St. Joseph Community Services, Inc.'s internal control over financial reporting and compliance.

Melanson Heath

December 4, 2015

ST. JOSEPH COMMUNITY SERVICES, INC.

Statement of Financial Position

September 30, 2015

(with comparative totals as of September 30, 2014)

ASSETS	Unrestricted Unrestricted	Unrestricted Board Designated	Temporarily Restricted	2015 Total	2014 Total
Current Assets:					
Cash and cash equivalents	$ 927,999	$ 128,537	$ 10,000	$ 1,066,536	$ 926,568
Grants receivable, net	210,186	-	-	210,186	209,834
Promises to give	109,773	-	-	109,773	157,733
Other current assets	25,117	-	-	25,117	35,022
Total Current Assets	1,273,075	128,537	10,000	1,411,612	1,329,157
Noncurrent Assets:					
Property and equipment, net	135,634	-	-	135,634	146,707
Total Noncurrent Assets	135,634	-	-	135,634	146,707
TOTAL ASSETS	$ 1,408,709	$ 128,537	$ 10,000	$ 1,547,246	$ 1,475,864
LIABILITIES AND NET ASSETS					
Current Liabilities:					
Accounts payable	$ 110,805	$ -	$ -	$ 110,805	$ 120,013
Accrued expenses	103,286	-	-	103,286	86,771
Total Current Liabilities	214,091	-	-	214,091	206,784
Net Assets:					
Unrestricted	1,194,618	-	-	1,194,618	1,140,543
Board designated	-	128,537	-	128,537	128,537
Temporarily restricted	-	-	10,000	10,000	-
Total Net Assets	1,194,618	128,537	10,000	1,333,155	1,269,080
TOTAL LIABILITIES AND NET ASSETS	$ 1,408,709	$ 128,537	$ 10,000	$ 1,547,246	$ 1,475,864

The accompanying notes are an integral part of these financial statements.

ST. JOSEPH COMMUNITY SERVICES, INC.

Statement of Activities

For the Year Ended September 30, 2015

(with comparative totals for the year ended September 30, 2014)

	Unrestricted				
	Unrestricted	Board Designated	Temporarily Restricted	2015 Total	2014 Total
Support and Revenue:					
Bureau of Elderly and Adult Services:					
Title III and related programs	$ 1,695,859	$ -	$ -	$ 1,695,859	$ 1,636,199
Nutrition Services Incentive Program	241,848	-	-	241,848	211,900
CFI	242,911	-	-	242,911	256,988
Contributions	753,792	-	10,000	763,792	790,684
Fundraising	46,407	-	-	46,407	50,727
In-kind services	243,778	-	-	243,778	242,897
Interest income	2,188	-	-	2,188	1,454
Other income	6,892	-	-	6,892	12,274
Write offs	-			-	(27,087)
Total Support and Revenue	3,233,675	-	10,000	3,243,675	3,176,036
Expenses:					
Programs	2,716,279	-	-	2,716,279	2,711,036
Management and general	266,880	-	-	266,880	281,265
Fundraising	196,441	-	-	196,441	101,383
Total Expenses	3,179,600	-	-	3,179,600	3,093,684
Change in net assets	54,075	-	10,000	64,075	82,352
Net Assets, Beginning of Year	1,140,543	128,537	-	1,269,080	1,186,728
Net Assets, End of Year	$ 1,194,618	$ 128,537	$ 10,000	$ 1,333,155	$ 1,269,080

The accompanying notes are an integral part of these financial statements.

ST. JOSEPH COMMUNITY SERVICES, INC.

Statement of Functional Expenses

For the Year Ended September 30, 2015

(with comparative totals for the year ended September 30, 2014)

	Program Services	Management and General	Fundraising	2015 Total	2014 Total
Accounting fees	$ -	$ 13,113	$ -	$ 13,113	$ 12,400
Advertising	-	5,926	54	5,980	5,797
Depreciation	6,020	6,020	3,010	15,050	18,714
Dues and subscriptions	3,413	396	277	4,086	3,534
Employee benefits	88,368	24,548	20,129	133,045	119,318
Food	1,142,379	-	-	1,142,379	1,086,909
Insurance	44,309	2,278	457	47,044	54,228
Legal fees	1,000	1,475	-	2,475	2,012
Other expenses	16,296	4,506	1,527	22,329	21,322
Occupancy	301,983	7,567	7,122	316,672	311,394
Office expenses	77,178	6,813	4,769	88,760	105,245
Payroll taxes	56,273	12,511	10,259	79,043	79,838
Retirement contributions	12,010	6,063	4,972	23,045	20,174
Salaries and wages	732,331	174,166	142,816	1,049,313	1,004,887
Staff development	15,909	1,027	719	17,655	15,767
Supplies	131,457	-	-	131,457	147,442
Travel	87,353	471	330	88,154	84,703
Total Functional Expense:	$ 2,716,279	$ 266,880	$ 196,441	$ 3,179,600	$ 3,093,684

The accompanying notes are an integral part of these financial statements.

ST. JOSEPH COMMUNITY SERVICES, INC.

Statement of Cash Flows

For the Year Ended September 30, 2015

(with comparative totals for the year ended September 30, 2014)

	2015	2014
Cash Flows From Operating Activities:		
Change in net assets	$ 64,075	$ 82,352
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	15,050	18,714
(Increase) decrease in:		
Grants receivable	(352)	(30,694)
Promises to give	47,960	(3,745)
Other current assets	9,905	(1,855)
Increase (decrease) in:		
Accounts payable	(9,208)	7,966
Accrued expenses	16,515	2,417
Deferred revenue	-	(16,379)
Net Cash Provided By Operating Activities	143,945	58,776
Cash Flows From Investing Activities:		
Purchase of fixed assets	(3,977)	(15,691)
Net Cash Used By Investing Activities	(3,977)	(15,691)
Net Increase in Cash and Cash Equivalents	139,968	43,085
Cash and Cash Equivalents, Beginning	926,568	883,483
Cash and Cash Equivalents, Ending	$ 1,066,536	$ 926,568

The accompanying notes are an integral part of these financial statements.

ST. JOSEPH COMMUNITY SERVICES, INC.

Notes to the Financial Statements

1. Organization

St. Joseph Community Services, Inc. (the Organization), is a nonprofit health and welfare organization. The Organization provides services to elderly and low-income individuals. The primary sources of revenue are federal and state grants or contracts, in addition to individual and outside contributions. Services are provided according to the following program categories:

Title III B - Provides health and welfare counseling, escort and transportation services, information, referral, recreational activities, nutritional education, and outreach services for the elderly.

Title III C - Provides congregate and home delivered meals for people over 60 years of age.

Title XX - Provides home delivered meals for people that meet income and disability requirements.

Other Programs - Revenues and expenses from various fundraising and non-program activities.

2. Summary of Significant Accounting Policies

The following is a summary of significant accounting policies of the Organization used in preparing and presenting the accompanying financial statements.

Accounting for Contributions and Financial Statement Presentation

The Organization follows *Accounting for Contributions Received and Contributions Made* and *Financial Statements of Not-for-Profit Organizations* as required by the Financial Accounting Standards Board Accounting Standards Codification (FASB ASC). Under these guidelines, the Organization is required to distinguish between contributions that increase permanently restricted net assets, temporarily restricted net assets, and unrestricted net assets. It also requires recognition of contributions, including contributed services, meeting certain criteria at fair values. These reporting standards establish standards for financial statements of not-for-profit organizations and require a Statement of Financial Position, a Statement of Activities, a Statement of Functional Expenses, and a Statement of Cash Flows.

Basis of Accounting

Revenues and expenses are reported on the accrual basis of accounting. Under this basis, revenues, other than contributions, and expenses are reported when incurred, without regard to the date of receipt or payment of cash. Contributions are reported in accordance with FASB ASC *Accounting for Contributions Received and Contributions Made.*

Restricted and Unrestricted Revenue

Contributions that are restricted by the donor are reported as increases in unrestricted net assets if the restrictions expire (that is, when a stipulated time restriction ends or purpose restriction is accomplished) in the reporting period in which the revenue is recognized. All other donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets, depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the Statement of Activities as net assets released from restrictions.

Cash and Cash Equivalents

For purposes of the Statement of Cash Flows, the Organization considers all highly liquid investments with an initial maturity of three months or less to be cash equivalents.

Allowance for Doubtful Accounts

The adequacy of the allowance for doubtful accounts for receivables is reviewed on an ongoing basis by the Organization's management and adjusted as required through the provision for doubtful accounts (bad debt expense). In determining the amount required in the allowance account for the year ended September 30, 2015, management has taken into account a variety of factors.

Property and Equipment

Property and equipment is recorded at cost or, if donated, at estimated fair market value at the date of donation. Major additions and improvements are capitalized, while ordinary maintenance and repairs are charged to expense. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets. Assets not in service are not depreciated.

Functional Expenses

The costs of providing various programs and activities have been summarized on a functional basis in the Statement of Activities and in the Statement of Functional Expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Donated Services

The Organization received a substantial amount of services donated by individuals in carrying out its programs. The value of these contributed services is not reflected in the financial statements. The estimated value for these services for the year ended September 30, 2015 is $503,243.

Contributions of donated services that create or enhance nonfinancial assets or that require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation, are recorded at their fair values in the period received.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual amounts could differ from those estimates.

Tax Status

St. Joseph Community Services, Inc. is exempt from federal income tax under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(3). The Organization has also been classified as an entity that is not a private foundation within the meaning of Section 509(a) and qualifies for deductible contributions.

The Organization follows FASB ASC 740-10, *Accounting for Uncertainty in Income Taxes*, which clarifies the accounting for uncertainty in income taxes and prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. FASB ASC 740-10 did not have a material impact on the Organization's financial statements.

The Organization's Federal Form 990 (Return of Organization Exempt From Income Tax) is subject to examination by the IRS, generally for three years after filing.

The Organization recognizes interest related to unrecognized tax benefits in interest expense and penalties that are included within reported expenses. During the year ended September 30, 2015, the Organization had no interest or penalties accrued related to unrecognized tax benefits.

3. Concentration of Credit Risk - Cash and Cash Equivalents

The carrying amount of the Organization's deposits with financial institutions was $1,066,536 at September 30, 2015. The difference between the carrying amount and the bank balance represents reconciling items such as deposits in transit and outstanding checks, which have not been processed by the bank at September 30, 2015. The bank balance is categorized as follows:

Insured by the FDIC	$ 692,844
Uninsured or uncollateralized	385,521
Total bank balance	$ 1,078,365

4. Grants Receivable, Net

Grants receivable are comprised of the following at September 30:

	2015	2014
State of New Hampshire	$ 148,262	$ 148,235
Nutrition Services Incentive Program	26,621	18,103
Other receivables	35,303	43,496
Total	$ 210,186	$ 209,834

5. Other Current Assets

Other current assets consist of the following at September 30:

	2015	2014
Prepaid insurance	$ 20,475	$ 17,424
Other prepaid expenses	4,642	17,598
Total	$ 25,117	$ 35,022

6. Property, Equipment, and Depreciation

A summary of the components of property and equipment is presented below:

	2015	2014
Building	$ 311,501	$ 311,501
Furniture and equipment	240,002	222,497
Vehicles	71,990	71,990
Computer equipment	-	13,528
Subtotal	623,493	619,516
Less: accumulated depreciation	(487,859)	(472,809)
Total	$ 135,634	$ 146,707

Depreciation expense for the year ended September 30, 2015 and 2014 totaled $15,050 and $18,714, respectively.

7. Accrued Expenses

Accrued expenses consist of the following at September 30:

	2015	2014
Accrued payroll and related expenses	$ 57,466	$ 48,897
Accrued compensated absences	45,820	37,874
Total	$ 103,286	$ 86,771

8. Board Designated Net Assets

On September 22, 1982, the Board of Directors voted to designate two specific purpose funds. These funds cannot be used without the approval of the Board of Directors. The following schedule summarizes the Organization's board designated funds for the fiscal year ended:

	2015	2014
Replacement of assets for expenditures for minor assets	$ 64,953	$ 64,953
Capital reserve for expenditures for major assets	63,584	63,584
Total	$ 128,537	$ 128,537

9. Temporarily Restricted Net Assets

At September 30, 2015, a portion of net assets were subject to time restrictions.

10. Net Assets Released from Restriction

Net assets are released from program restrictions by incurring expenses satisfying the restricted purpose.

11. Transactions with Related Parties

The Organization procures a portion of their legal services from a local law firm that has an attorney who serves on the Organization's Board of Directors. The attorney board member does not personally perform the legal services. For the years ended September 30, 2015 and 2014, the total legal expense from related parties was $1,555 and $1,512, respectively. There were no amounts owed from the Organization for legal services at September 30, 2015 and 2014.

The Organization purchases insurance through an insurance broker that has a principle who serves on the Organization's Board of Directors. The principle board member does not personally benefit from the relationship with the Organization. There were no expenses paid to this insurance broker for the year ended September 30, 2015.

12. Tax-deferred Annuity Plan

During the year ended September 30, 2015, the Organization offered a tax-deferred annuity plan qualified under Section 403(b) of the Internal Revenue Code. The plan covers full-time employees of the Organization. The Organization contributes 4% of gross salaries to the plan for qualified employees. Employees may make contributions to the plan up to the maximum amount allowed by the Internal Revenue Code. Plan expenses were $23,045 and $20,174 for the years ended September 30, 2015 and 2014, respectively.

13. Operating Leases

The Organization leases office space and other facilities under the terms of non-cancellable lease agreements that are scheduled to expire at various times through 2015. The Organization also rents additional facilities on a month-to-month basis. Rent expense under these agreements totaled $50,740 and $49,327 for the years ended September 30, 2015 and 2014, respectively.

14. Concentrations of Risk

A material part of the Organization's revenue is dependent upon government sources, the loss of which would have a materially adverse effect on the Organization. During the years ended September 30, 2015 and 2014, the Bureau of Elderly and Adult Services accounted for 67% and 66%, respectively, of total revenues.

The Organization, by contract, relies 100% on one vendor to provide food services required to carry out the purpose of the Organization. The Organization's contract with this vendor will expire on September 30, 2016.

15. Fair Value Measurements

FASB ASC, *Fair Value Measurements*, provides guidance for using fair value to measure assets and liabilities. *Fair Value Measurements* applies whenever other standards require or permit assets or liabilities to be measured at their fair market value. The standard does not expand the use of fair value in any new circumstances. Under *Fair Value Measurements*, fair value refers to the price that would be received from the sale of an asset or paid to transfer a liability in an orderly transaction between market participants as of the measurement date. *Fair Value Measurements* clarifies the principle that fair value should be based on the assumptions market participants would use when pricing the asset or liability and establishes a fair value hierarchy that prioritizes the information used to develop those assumptions.

Under *Fair Value Measurements*, the Organization categorizes its fair value estimates based on a hierarchical framework associated with three levels of price transparency utilized in measuring financial instruments at fair value. Classification is based on the lowest level of input that is significant to the fair value of the instrument. The three levels are as follows:

- Level 1 - Quoted prices (unadjusted) in active markets for identical assets or liabilities that the reporting entity has the ability to access at the measurement date. The types of financial instruments included in Level 1 are highly liquid instruments with quoted prices;
- Level 2 - Inputs from active markets, other than quoted prices for identical instruments, are used to model fair value. Significant inputs are directly observable from active markets for substantially the full term of the asset or liability being valued; and
- Level 3 - Pricing inputs significant to the valuation are unobservable. Inputs are developed based on the best information available; however, significant judgment is required by management in developing the inputs.

The carrying amounts of cash and cash equivalents and unconditional promises to give to be received in less than one year approximate fair value because of the short maturity of those financial instruments. The fair value of unconditional promises to give to be received in more than one year is determined based on discounted future cash flows.

16. In-kind Services

In-kind services consist primarily of donated rent at estimated fair market value.

17. Subsequent Events

In accordance with the provisions set forth by FASB ASC, *Subsequent Events*, events and transactions from October 1, 2015 through December 4, 2015, the date the financial statements were available to be issued, have been evaluated by management for disclosure. Management has determined that there were no material events that would require disclosure in the Organization's financial statements through this date.

ST. JOSEPH COMMUNITY SERVICES, INC.

Independent Auditors' Reports Pursuant to Governmental Auditing Standards and The Single Audit Act Amendments of 1996

For the Year Ended September 30, 2015

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MELANSONHEATH
ACCOUNTANTS • AUDITORS

121 River Front Drive
Manchester, NH 03102
(603)669-6130
melansonheath.com

Additional Offices:
Nashua, NH
Andover, MA
Greenfield, MA
Ellsworth, ME

REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Independent Auditors' Report

To the Board of Directors of
St. Joseph Community Services, Inc.

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of St. Joseph Community Services, Inc., which comprise the statement of financial position as of September 30, 2015, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated December 4, 2015.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Organization's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Organization's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Melanson Heath

December 4, 2015

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REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM; REPORT ON INTERNAL CONTROL OVER COMPLIANCE; AND REPORT ON THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS REQUIRED BY OMB CIRCULAR A-133

Independent Auditors' Report

To the Board of Directors
St. Joseph Community Services, Inc.

Report on Compliance for Each Major Federal Program

We have audited St. Joseph Community Services, Inc.'s compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of the Organization's major federal programs for the year ended September 30, 2015. The Organization's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of the Organization's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain

reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the Organization's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the Organization's compliance.

Opinion on Each Major Federal Program

In our opinion, the Organization complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2015.

Report on Internal Control over Compliance

Management of the Organization is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the Organization's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by OMB Circular A-133

We have audited the financial statements of St. Joseph Community Services, Inc. as of and for the year ended September 30, 2015, and have issued our report thereon dated December 4, 2015, which contained an unmodified opinion on those financial statements. Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by OMB Circular A-133 and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditure of federal awards is fairly stated in all material respects in relation to the financial statements as a whole.

Melanson Heath

December 4, 2015

ST. JOSEPH COMMUNITY SERVICES

Schedule of Expenditures of Federal Awards

For the Year Ended September 30, 2015

Federal Grantor/ Pass-Through Grantor/ Program Title	Federal CFDA Number	Federal Expenditures
U.S. Department of Health and Human Services:		
Passed through the State of New Hampshire - Department of Elderly and Adult Services:		
Special Programs for the Aging-Title IIIB, Part B-Grants for Supportive Services and Senior Centers	93.044	$ 26,175
Special Programs for the Aging-Title III, Part C-Nutrition Services	93.045	704,391
Nutrition Services Incentive Program	93.053	130,598
Social Services Block Grant	93.667	185,198
Medical Assistance Program	93.778	242,911
Total U.S. Department of Health and Human Services		1,289,273
U.S. Department of Housing and Urban Development		
Passed through the State of New Hampshire - Community Development Block Grant	14.128	38,600
Total Federal Expenditures		$ 1,327,873

This schedule was prepared on an accrual basis of accounting.

See accompanying report on requirements of OMB Circular A-133.

State identifying numbers were not available for the pass-through grants listed above.

ST. JOSEPH COMMUNITY SERVICES, INC.

Notes to the Schedule of Expenditures of Federal Awards

For the Year Ended September 30, 2015

1. Basis of Presentation

The accompanying schedule of expenditures of federal awards (the "Schedule") includes the federal grant activity of St. Joseph Community Services, Inc. under programs of the Federal government for the year ended September 30, 2015. The information in this schedule is presented in accordance with the requirements of the Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, or the cost principles contained in Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Because the schedule presents only a selected portion of the operations of the Organization, it is not intended to and does not present the financial position, changes in net assets or cash flows of the Organization.

2. Summary of Significant Accounting Policies

Expenditures reported on the Schedule are reported on the accrual basis of accounting. The amounts reported represent federal reimbursements provided to the Organization during the year. Pass-through entity identifying numbers were not available.

ST. JOSEPH COMMUNITY SERVICES, INC.

Schedule of Findings and Questioned Costs

For the Year Ended September 30, 2015

SECTION I - SUMMARY OF AUDITORS' RESULTS

Financial Statements

Type of auditors' report issued:	Unmodified
Internal control over financial reporting:	
• Material weaknesses identified?	___ yes ✓ no
• Significant deficiencies identified?	___ yes ✓ none reported
Noncompliance material to financial statements noted?	___ yes ✓ no

Federal Awards

Internal control over major programs:	
• Material weaknesses identified?	___ yes ✓ no
• Significant deficiencies identified?	___ yes ✓ none reported
Type of auditors' report issued on compliance for major programs:	
Aging Cluster	Unmodified
Any audit findings disclosed that are required to be reported in accordance with section 510(a) of Circular A-133?	___ yes ✓ no

Identification of major programs:

CFDA Number(s)	Name of Federal Program or Cluster
93.044/93.045/93.053	Aging Cluster

Dollar threshold used to distinguish between type A and type B programs:	$ 300,000
Auditee qualified as low-risk auditee?	✓ yes ___ no

SECTION II - FINANCIAL STATEMENT FINDINGS

None.

SECTION III - FEDERAL AWARDS FINDINGS AND QUESTIONED COSTS

None.

SECTION IV - SCHEDULE OF PRIOR YEAR FINDINGS

There were no findings in the prior year.

St. Joseph Community Services, Inc.
Board of Directors 2014-2015

Mary Atwood, **Treasurer** *(Assistant General Agent, MassMutual)*	David Gilmour, M.D. *(Retired Physician)*
Meghan Brady *(President, St. Joseph Community Services)*	James P. Harris (J.P.), **Secretary** *(Shareholder, Sheehan Phinney Bass + Green, P.A.)*
Rep. Chris Christensen *(State Representative)*	Joel Kress
Philip R. Currier *(Attorney, Currier & Currier, P.C.)*	Peter M. Labombarde *(Director, Gift Planning & Individual Giving, Saint Anselm College)*
Roger R. Dionne, M.D. *(Retired Physician)*	Matthew Mercier *(President and Founder, Acapella Technologies)*
Katharine S. Face *(Asst. V.P. Retail Banking Administrator, Lake Sunapee Bank)*	Richard Plamondon, **Chairman** *(V.P. Finance/CFO, St. Joseph Hospital)*
James Gay *(Director, Fidelity Investments)*	Jim Scammon *(Executive Vice President, Granite Group Benefits)*
John R. Getts, **Vice Chairman** *(President and CEO, Home Health and Hospice)*	Sharon Hagenow *(Director of Finance, Gigunda Group)*

MEGHAN BRADY, CP

[redacted] [redacted]

EXPERIENCE:

ST. JOSEPH COMMUNITY SERVICES, INC. *7/95 to present*

President

Manage nutrition, transportation and support programs meeting the needs of 3,000 elderly and disabled residents of Hillsborough County, NH. Administer a $3.0 million budget, operating within both agency goals and guidelines and those set by federal and state funding sources. Prepare and defend proposals to United Ways, service organizations, and municipalities. Develop other funding sources to meet growing need that is not covered by limited state and federal dollars. Over 19 years, raised an additional $3.7 million through donor development, writing grants and initiating and managing fundraisers.

Negotiate contracts and construct bid for agency's million-dollar food contract. Responsible for 72 employees and 22 nutrition sites. Represent agency in community via public speaking engagements and testimony before legislators, describing needs of elderly and disabled adults. Oversee coordination of volunteer program, with 450 volunteers; this program saves $500,000 a year. In 2007, became certified in Logic Model Design for Outcome Measurement and Program Improvement. In 2011, agency became accredited at Exemplary Level through the Meals on Wheels Association of America (MOWAA), a national association for Meals on Wheels providers.

HOME HEALTH & HOSPICE CARE

Director of Supportive Care *3/93-6/95*

Reported to the President/CEO as the director of one of three clinical divisions. Administered $437,000 in government grants providing a variety of services to 500 elderly clients in the greater Nashua area. Prepared and administered a total budget of $1.3 million. Raised funds through grant research and direct involvement with agency fundraising events. Responsible for 6 supervisors and 115 employees. Duties involved direct interaction with the agency board of directors. Promoted public advancement of programs and agency. Represented the agency through extensive community involvement. Obtained an outstanding rating for the Supportive Care Division from the first Joint Commission on Accreditation of Healthcare Organizations (JCAHCO) evaluation performed at the agency.

BANK OF IRELAND FIRST HOLDING, INC. *12/86-1/93*

First NH Investment Services

Assistant Trust Officer *10/91 to 1/93*

Responsible for the administration of both personal and endowment accounts. Served as the customer's main contact and coordinated involvement of investment, operations and tax areas. Served as chairperson of the Administrative Officer Committee, the purpose of which was to design training materials for the administrative area and oversee implementation. Responsible for the internal training of employees in related affiliates in the investment company's services and products.

Business Development Officer *6/88 to 10/91*
Drafted proposals and organized and led new business presentations. Averaged $7 million a year in new business working in a geographic area that previously had no representation.

First NH Bank
Senior Personal Banker *12/86 to 6/88*
Responsible for training and managing Personal Bankers and Customer Service Representatives to actively cross sell the bank's financial services. Counseled customers in financial matters relating to retail accounts, investment vehicles, consumer loans and commercial accounts. Consistently exceeded cross sell goals. Assisted senior management in hiring and performance appraisals. Generated new business leads and promoted bank visibility through attendance at various community functions.

EDUCATION:

Paralegal Certificate Program.
New Hampshire Technical Institute, Concord, NH
Valedictorian. Graduated 2007. Passed National Certification Test in May 2008.
Logic Model Design for Outcome Measurement & Program Improvement.
Southern New Hampshire University: School of Economic Development
Training Certificate. April 2007.
Masters of Business Administration
University of Massachusetts, Amherst, MA
Concentration: Marketing. Graduated 1982
Bachelor of Arts
University of Massachusetts, Amherst, MA
Major: Spanish - one year study abroad. Graduated 1980.

COMMUNITY SERVICE:

Paralegal Association of New Hampshire, 2008 to Present:
Board of Directors, 2009 to Present
State of New Hampshire Conference on Aging
Co-Chair for 2005 Conference
Nashua Rotary West, 1991 to Present:
Board of Directors, 1993-1995; 2009-2011
Paul Harris Fellow, 1992
Initiated Mother Child Literacy Program through State of NH Women's Prison in Goffstown.
Leadership NH, Class of 1997
New Hampshire Coalition of Aging Services, 1995 to present
Treasurer, 2001-2003
Secretary, 2004-2008
Agency Liaison to Heritage United Way Board of Directors, 1998 – 2000
Greater Nashua Chamber of Commerce: 1989-1992
Committees: Program 1989-1991
Outlook 1989 – Co-chair
Outlook 1990 – Chair
Tri-City Business after Hours – 1990
Volunteer
Donate time to, and assist with fundraising for, numerous community non-profit organizations.

BROOKE HOLTON
[redacted]

SUMMARY

Focused, passionate and creative leader who is motivated by a desire to help outreach organizations grow or stabilize. Extraordinary and finely honed skills in communication, implementation, and solution development.

EXPERIENCE

May 2007 – Present **St. Joseph Community Services** **Merrimack, NH**

Vice President

Overall management and administration of operations, programming, finance, contracts, external relationships and collaborations of nutrition provider with 80 employees and over 300 volunteers serving 1,650 meals daily at 21 Meals on Wheels/Community Dining nutrition sites throughout Hillsborough County. Accomplishments include leading organization through successful national accreditation, standardized and restructured organization to strengthen sustainability.

November 2004 – May 2007 **Home Insurance Company** **Manchester, NH**

Liquidation Clerk

Managed disputed claims process arising from the liquidation of the company with $3.6 billion in creditor claims and $1.6 billion in assets. Established workflow processes; created docketing database system; innovated and updated website; managed all aspects of courtroom hearings; instructed litigants in the use of courtroom technologies; provided technical support to referee as well as the supervising justice at the Merrimack County Superior Court.

June 2004 – November 2004 **Consultant** **Manchester, NH**

Consultant

Legal writing project – researched, wrote and edited in partnership with author.

August 2003 – May 2004 **Town of Salem** **Salem, NH**

Human Resources Director

Provided human resource management for municipality with more than 200 employees. Pursued reduction of future experience relative to workers compensation and health insurance rate increases. Sought out collaborative relations with unions. Facilitated and assisted negotiating collective bargaining positions and agreements.

BROOKE HOLTON

EXPERIENCE (CONTINUED)

1986 - 2003 **Department of Safety** **Concord, NH**

2003 ***Program Specialist II*** ***Grants Management/Commissioner's Office***

Coordinated and organized constituency outreach meetings statewide for rollout of new federal grant program. Evaluated short and long-term policy changes and program implementation. Reviewed criteria for equitable allocation of funds. Managed in depth inventory of equipment.

1999–2003 ***Paralegal II*** ***Prosecution/Assistant Commissioner's Office***

Management/delegation of work; selection, training and retention of clerical staff. Provided legal research and writing. Summarized statistical data; prepared reports for presentation to administration. Evaluated policies. Created grant proposals.

1989-1999 ***Communications Specialist III*** ***State Police Headquarters***

Disseminated relevant information to troopers responding to both routine and critical incidents. Instructed and certified local, county and state personnel. Developed and implemented training program.

EDUCATION

Southern New Hampshire University
MS Organizational Leadership [*Matriculated*]
MS Certificate Human Resource Management [*June 2013*]

Boston University School of Management
Certificate Nonprofit Management and Leadership

Franklin Pierce College
BA Human Services/Public Administration [*Magna Cum Laude]*
Certificate Paralegal Studies

PROFESSIONAL AND VOLUNTEER ACTIVITY

Greater Manchester Regional Coordination Council **2010 – Present**
Treasurer

Fight To Educate **2001 - Present**
Founding Member, Executive Committee

SEE Science Center **2008 - 2012**
Board of Directors, Strategic Planning Committee, Goverance Committee

NANCY J. QUICK
[redacted]

EMPLOYMENT HISTORY

St. Joseph Community Service, Inc. (October 2014-Present)
Controller

- Responsible for all accounting operations
- Prepare all program, statistical and financial reports as required by Grantors, Contractors, and Board of Directors for review and approval
- Maintain a system of accounting records, including a comprehensive set of controls and budgets designed to mitigate risk, enhance the accuracy of the agency's reported financial results and ensure that reported results comply with generally accepted accounting principles

Contract Positions – Various Organizations (2002-2014)

- AR, AP, GL and Payroll
- Budgets, Account Reconciliations and Cash Flow Projections
- Manufacturing, Non Profit and Retail Organizations
- Requested back on numerous occasions by clients

DiaCom Corporation, Amherst, NH (Startup 1983-2001)
Vice President of Finance and Administration

- Full responsibility for all administrative and financial operations
- Purchasing, human resources and operations/sales support
- Worked directly with vendors and customers
- Month-end and year-end adjustments and closing entries
- Executive support for President and Board of Directors
- Monthly reporting package for shareholders and directors

EDUCATION:
B.S. Business Administration 1990
New Hampshire College, Manchester, NH - Graduated Magna cum Laude

STRENGTHS:

- Accounting (QuickBooks, Great Plains and others)
- Problem Solving & Project Management
- Strong Organization and Time Management Skills
- Computer Skills (MS Word, Excel, Outlook, Database)
- Communication Skills (Written, Verbal, Phone)
- Positive Attitude and Strong Work Ethic

Maria A. Boren
[redacted]

OBJECTIVE

To use my skills and experiences in an environment that fosters services to others and challenges me to grow professionally.

EXPERIENCE

1/1/2008 TO PRESENT St. Joseph Community Services *Merrimack, NH*
PROGRAM MANAGER

Responsible for the provision of Nutrition & Social Support Training and customer satisfaction, as well as assisting with new site development, programming and day-to-day operations of the nutrition sites.
Responsible for planning of menus in conjunction with the caterer and the agency nutritionist.
Responsible for implementation and communication of policies and procedures for employees.
Responsible for the planning and implementation of Bi-annual Employee Days of Training

9/1/2001 TO 1/1/2008 Nashua Adult Learning Center *Nashua , NH*
SITE DIRECTOR

- Planning and Oversight of program and staff in a recreational atmosphere in a public elementary school.
- Duties include supervision, program administration, consistent communication with school personnel, parents and children.
- Daily planning of activities and events for 30 children.
- In summer months Site Director for Adventure Camp Program

07/1999 TO 06/2002 Altra Resources *Nashua, NH*
ADMINISTRATIVE SUPPORT/ RECEPTION

- Administrative support for small electronics manufacturer
- Computerized accounting, phones and customer service.

12/1/1996 TO 1/1/1999 Boys and Girls Club of Greater Nashua *Nashua, NH*
DIRECTOR

- Daily operation of Early Childhood Education Center
- Duties included hiring, scheduling, marketing, licensing, training, report writing.
- Successfully implemented a computerized accounting program..

EDUCATION

B. MUS.ED Immaculata University *Immaculata ,Pa*

- Front Line Management Certification
- Supervisory Development Certificate
- Serv-Safe Food Safety Certification
- Crisis Intervention Certificate
- 60 Classroom Hours in Counseling
- Continued Professional Development through MOWAA Leadership Academy
- Computer Classes in Word, Excel, Power Point.

REFERENCES

References are available on request.

KARRIE HOKSBERGEN

OBJECTIVE
In order to best benefit the development efforts of SJCS, I will challenge myself to achieve the highest desired results while utilizing my current skills and continuing to develop professionally. My long-term objective is to build the development efforts of SJCS by securing new major donors, increasing individual donor giving, and assisting the President to be more visible in the community.

Development Associate, St. Joseph Community Services, Inc., NH (2014-2015)
I work directly for the president as part of a team of staff and volunteers responsible for providing nutritious meals and safety visits to the elderly and homebound disabled. I am responsible for administering specific plans of a comprehensive development program as established by short and long term strategic plans within budget as generated on an annual basis. Responsibilities include:

Planning, execution, and evaluation of all direct mail campaigns and special events, including the solicitation of major corporate sponsors and other contributors; Data management; Expand current funder database to improve annual appeal results as well as build base for enhanced development efforts, i.e. capital or endowment campaigns; Focus on relationship building efforts with all donors, including high level and potential high level donors; In partnership with the President, find, schedule and coordinate grant initiatives, including oversight on grant compliance and reporting; Responsible for consistency in agency's brand presentation, including review of all marketing materials and press releases, and oversight of newsletter, social media and website content; Actively seek out new fundraising opportunities; Write press releases and public service announcements on special events for distribution to the media; Responsible for maintaining publication schedule of agency newsletter and regular updates to the website, Facebook and other forms of social media; Undertake community education and public relations in conjunction with fundraising goals.

Executive Assistant, St. Joseph Community Services, Inc., NH (2011-2014)
- Daily interactions included working with the agency team members, communicating with a Board of Directors, establishing and maintaining donor and sponsor correspondence to build and grow fundraising for the agency, answering routine correspondence, assisting in recruiting, training, and directing office volunteers, and soliciting, screening, and meeting with vendors for routine office needs.
- I have assisted the development team by writing grants and participating in the planning, marketing, donor solicitation, and on-sight coordination of agency events. I also assisted the agency in implementing its current donor tracking software, Catapult
- I provided a variety of reports, committee and board materials, dashboards, and marketing and communication pieces requiring attention to detail, ability to meet deadlines, and creativity.

Sales Associate, Banana Republic (2010-2011, 2012-2013)
- I was responsible for generating sales by engaging and connecting with each customer to provide the right service for that customer. I utilized product knowledge to educate and inform customers in order to build sales. I was also responsible for driving results and enhancing the customer experience by maintaining a neat, clean, and safe environment and engaging customers and assessing customer needs to ensure appropriate service was provided.

Cashier, Host, Lucky Eagle Casino, WA (2009-2010)
- I worked as part of a team of staff responsible for providing a unique and unforgettable experience for casino guests by presenting myself in a personable, helpful, and professional image when

performing a variety of services for those guests. I was held accountable for ensuring 100% guest satisfaction.

Seasonal/Part Time

- Lab/Office Assistant-Centralia College Workforce and Continuing Education, WA (2008-2009)
- Supervisor-Ken's Concessions, WA (2006, 2007 & 2008)
- Child Caregiver-Centralia College, WA (2008)

Computer Skills

- Adobe Creative Suite 6
- Microsoft Suite versions 2010 and earlier
- Mac and Windows 8, 7, XP, and Vista.

Community Service Experience

- Merrimack Chamber of Commerce Annual Recognition Event and Scholarship Fundraiser Committee (2015)
- Town of Amherst 4th of July Committee (2014-2015)
- Mossyrock Community Center/City of Mossyrock (2007-2013)
- Relay for Life Team Member (2005-2010)
- Multiple Sclerosis (MS) Team Member (2010-2012)
- Lewis County Fire District No. 3 Volunteer Firefighter (2006-2009)
- International Communication Partner (2007-2009)
- Civil Air Patrol (2005-2008)

Education

- Mossyrock High School-HS Diploma (2009)
- Centralia College-Five credits from attaining Associates in Arts (2007-2009)
- New Hampshire Grants Institute (2015)

Honors and Awards

- Employee of the Month December 2010, Banana Republic, Tilton, NH
- Lewis County Powerful Example of Excellence in Community Services 2009
- Lewis County Fire District No. 3 Cadet of the Year 2007
- Civil Air Patrol, multiple awards, 2006

*References available upon request.

St. Joseph Community Services

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Meghan Brady	President	$ 80,956	70%	$ 56,669
Brooke Holton	Vice President	$ 74,937	70%	$ 52,456
Nancy Quick	Controller	$ 42,120	70%	$ 29,484
Maria Boren	Program Manager	$ 47,840	70%	$ 33,488
Karrie Hoksbergen	Development Associate	$ 39,250	70%	$ 27,475

State of New Hampshire
Department of Health and Human Services
Amendment #3 to the Nutrition and Transportation Contract

This third Amendment to the Nutrition and Transportation contract (hereinafter referred to as "Amendment #3") dated April 22, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and St. Joseph Community Services, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 395 D. W. Highway, Merrimack, NH, 03054.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 18, 2014 (Item #109) (hereinafter referred to as the "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved by the Attorney General on December 17, 2014, and (Amendment #2 to the Contract) approved by the Attorney General on April 22, 2015, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37) and Exhibit C-1 Paragraph 3, the Department reserves the right to extend the completion date of the contract for up to two years to be exercised by mutual agreements by the parties, upon availability of funding, and acceptable performance of the Statement of Work, the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Department and the Contractor agree to extend the completion date by an additional fifteen months, and to increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #3, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.

2. Amend General Provisions (Form P-37), Block 1.7, Completion Date, by extending the date to September 30, 2016.

3. Amend General Provisions (Form P-37), Block 1.8, Price Limitation, to read: $3,798,621.95.

4. Amend General Provisions (Form P-37), Block 1.9, Contracting Officer for State Agency to read: Eric Borrin, Director of Contracts and Procurement.

5. Amend General Provisions (Form P-37), Block 1.10, to read: (603) 271-9558.

6. Delete in its entirety Exhibit A, Scope of Services and replace with Exhibit A Amendment #1, Scope of Services.

7. Amend Exhibit A-1 Geographic Area Form by extending the date to September 30, 2016.

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8. Delete in its entirety Exhibit A-2 Congregate Site Information.
9. Delete in its entirety Exhibit B, Method and Conditions Precedent to Payment and replace with Exhibit B Amendment #1, Method and Conditions Precedent to Payment.
10. Add Exhibit B-4
11. Delete in its entirety Standard Exhibit C, Special Provisions and replace with Exhibit C, Special Provisions.
12. Delete in its entirety, Exhibit C-1 Revisions to General Provisions, Section 4.
13. Delete in its entirety Standard Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.

The remainder of this page is left intentionally blank.

Contractor Initials: MB
Date: 4/24/15

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/5/15
Date

Diane Langley
Director

St. Joseph Community Services, Inc.

4/24/15
Date

NAME Meghan Brady
TITLE President

Acknowledgement:
State of N.H., County of Hillsborough on 4/24/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Name and Title of Notary or Justice of the Peace

BROOKE HOLTON
JUSTICE
OF THE PEACE
NEW HAMPSHIRE
MY COMMISSION EXPIRES JAN. 14, 2020

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/22/15
Date

Name: Megan A. Lucy
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

Contractor Initials: MB
Date: 4/24/15

Scope of Services

1. Purpose:

The contractor shall provide services in this contract to assist eligible people to live as independently as possible in safety and with dignity.

1.1. The services in this contract are intended for individuals who are not already receiving the same or similar services funded through other programs such as, but not limited to: the Medicaid State Plan, any of the Home and Community Based Care Waivers administered by the Department, the Medicaid Program, or services provided through the Veterans Administration.

2. Contract Period:

The commencement date of this contract shall be effective July 1, 2014 or the date of G& C approval, whichever is later. The completion of this contract shall be September 30, 2016.

3. Population:

Services are for individuals who reside in independent living settings and who meet the eligibility criteria as follows:

3.1. Title III

Individuals who are age 60 and older and with the most economic or social needs as described in:

- Older Americans Act as amended, Section 305,(a)(2)(E) and
- Title III Older Americans Act Services: Title IIB- Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, and Title IIID- Disease Prevention and Health Promotion Services, New Hampshire (NH) Administrative Rule He-E 502.

3.2. Title XX 42 USC §1397 et seq.

Individuals who are age 60 and up or ages 18-59 who a have a chronic illness or disability, and who have maximum monthly income in accordance with, the NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX).

4. Geographic Area to be served:

The Contractor shall provide and ensure delivery of the services listed in Paragraph 5 below to all eligible persons in the towns/cities listed in Geographic Area Exhibit A-1. Nothing in this Agreement shall be construed to limit the ability of the Contractor to provide said services to other eligible persons located in a town/city not listed in Exhibit A-1 when the Department requests the contractor to do so or when the contractor receives approval by the Department.

5. Services Provided in this Agreement

5.1. The Contractor will provide the services denoted by an "x" in 5.3 Services Table below, to the population defined in Paragraph 3 above.

5.2. The Contractor will provide the services denoted by an "x" in 5.3 Services Table below, in accordance with that service's applicable laws, rules, regulations, and terms and conditions in this Agreement.

5.3 Services Table			
	Home Delivered Meals Services	Congregate Meals Services	Transportation Services
Program:			
Title III	x	x	x
Title XX	x	NA	NA

NA means that service is not applicable to this contract.

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6. Service descriptions

6.1. Home-Delivered Meals (funded through Titles III and XX) are delivered to a client at his/her home. A client must be homebound and unable to prepare his/her own meals. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the client including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. Providers Contractors must ensure assure that a visual contact is made with each client in his/her home on each day that meals are delivered as an assurance of the individual's safety, with the exception of meals designated as emergency meals or frozen meals which are delivered to clients in advance of anticipated inclement weather conditions or other adverse conditions.

6.2. Home Delivered Meals funded by Title XX shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX) incorporated by reference into this Agreement.

6.3. Home Delivered Meals funded by Title III shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.

6.4. The Contractor agrees to perform the following: receive inquiries and applications; determine eligibility; notify applicants of eligibility; maintain records for each recipient; train staff and volunteers; monitor and evaluate services; maintain financial records; submit reports as requested to the Bureau of Elderly and Adult Services.

6.5. Congregate Meals (Community Dining) (funded through Title III) are provided in community settings, where individuals travel to a designated site to share a meal with other individuals. Advance registration is not required, and individuals register when arriving at the meal site. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the individual including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. The Contractor shall, within 10 days of the contract effective date submit for Department approval their congregate meal site information.

6.6. Congregate Meals funded by Title III shall be provided according to the rules and policies of the Bureau of Elderly and Adult Services (BEAS), including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older Americans Act of 1965 as amended, incorporated by reference into this Agreement.

6.7. Transportation (funded through Title III) provides transport in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization. Title III Transportation services do not include pleasure excursions that charge individuals a fee for participation.

6.8. Transportation services funded by Title III shall be provided according to the rules and policies of BEAS, including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.

6.9. Transportation providers must be in compliance with all applicable Federal and State Department of Transportation and Department of Safety regulations. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500 and inspected in accordance with NH Administrative Rule Saf-C 3200. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing and NH Administrative Rule Saf-C 1800 Commercial drivers licensing, as applicable.

7. Service Compliance Requirements

7.1. Access to Services

7.1.1. Individuals access the services described in this contract through one of two ways. They may apply directly for services to the contractor or be referred to the contractor by the Adult Protective Services Program as a result of a substantiated report of neglect, abuse, or exploitation.

7.1.1.1. Client directly applies for services: The Contractor shall determine eligibility for these services in accordance with the rules and requirements of the Title III and Title XX Programs. The contractor shall determine the eligibility of the individual; and with the exception of Congregate Meals and Transportation, provide written notice of eligibility within 45 days from the date eligibility was determined, indicate what services are to be provided and their frequency, and indicate the beginning and end dates for individual's period of eligibility.

7.1.1.2. Client referred by Adult Protective Services (APS): The contractor does not take an application, determine or redetermine the client's eligibility or issue notifications. The client's case will be managed by the APS staff. The referral will a protective services plan that the APS worker puts into place to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, or exploitation.

7.2. Client Application/Request for Services

The Contractor shall complete an intake and application for services, in accordance with New Hampshire Administrative Rule He-E 500. Title XX Home-Delivered contractors shall use Form 3000 Application provided by DHHS. Title III Home-Delivered Meals contractors may use Form 3000 or a form of their own that includes the same information as the Form 3000. Congregate meals and transportation do not require an application per se but require participants to sign up for the service as a way to request the service. The Contractor submits these signature lists as verification that the service was provided.

7.3. Client Eligibility

7.3.1. The Contractor shall determine eligibility for services and shall be in compliance with both Title III and Title XX requirements regarding eligibility determination, notice of eligibility and the individual's period of eligibility as applicable.

7.3.2. In order for clients to be eligible to receive home-delivered meals through both Title III and Title XX, the client needs to demonstrate that he or she cannot prepare meals and that the individual is:

7.3.2.1. Homebound; or

7.3.2.2. Temporarily homebound due to recovery from illness or injury.

7.3.2.3. In order for clients to be eligible to receive congregate meals and transportation, they must be age 60 or older. They must sign up for these services prior to

receiving them. A written application is not required. Individuals who are less than 60 years of age may receive congregate meals if they are:

(1) The spouses of individuals who accompany them to the meal site;

(2) Individuals providing volunteer services at the congregate meal site during meal hours;

(3) Individuals with disabilities who reside at home with an individual who is receiving Title III services; and

(4) Individuals with disabilities under the age of 60 who are not older individuals, but who reside in housing facilities occupied by older individuals where congregate meals are provided.

7.3.3. Eligibility determination

The Contractor shall submit its policies and procedures for client eligibility determination for services to DHHS for review and approval, within 30 days of the start of each State Fiscal Year.

For Home Delivered Meals:
The Contractor shall provide a written notice of the eligibility decision, for individuals determined to be eligible to receive services, to the individual as soon as possible, but no later than 45 calendar days from the date of determination. This notice shall include:
1)The services to be provided, and when;
2)The eligibility period; and
3)Contact information for the contractor.

If the client is determined to not be eligible for service(s), the notice shall include:
1)The reason(s) for the denial;
2)A statement regarding the right of the individual or his or her authorized representative to request an informal resolution or appeal of the eligibility determination decision.
3)Contact information for requesting an appeal.

7.3.4. Redetermination of Service Eligibility.

The Contractor shall submit its policies and procedures for client eligibility redetermination for services to DHHS for review and approval, within 30 days of start of each State Fiscal Year.

For Home Delivered Meals:
1)The Contractor shall review the individual's service record annually while services are being provided. The review shall be completed within 30 days prior to the anniversary date on which eligibility began.
2)The Contractor shall make a decision to re-certify or terminate the individual's services based on the requirements contained in Title III and Title XX administrative rules and document the decision by making a notation in the individuals' service record.

7.3.5. Termination of Services.

Services shall be terminated when:
1)The individual or his or her authorized representative requests that the services be terminated;
2)The individual no longer meets the eligibility requirements for services;
3)Funding by the State for the service(s) is no longer available;
4)The individual did not reapply for services as required by program rules;
5)The individual has been admitted to a nursing home or residential care facility; or

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6) The individual is deceased.

7.3.6. Service Authorizations for Eligible Clients.
Once the client has been determined eligible to receive home delivered meals and congregate meals services, the contractor shall obtain a service authorization from DHHS in order to be reimbursed from this contract for allowable costs in providing services to that client. Transportation services do not require service authorizations.

7.3.6.1. The Contractor shall submit a completed Form 3502 "Contract Service Authorization-New Authorization" for each client who has been determined eligible to receive home delivered and/or congregate meals services. More than one service may be included on a Form 3502. The completed Form 3502 shall be submitted to:

Bureau of Data Management
129 Pleasant Street
Concord, NH 03301

7.4. Client Assessments

The contractor shall assess the individual's needs and develop written service plans, keep written progress notes; and monitor and adjust service plans to meet the individual's needs in accordance with NH Administrative Rule 500.

7.5. Person centered provision of services

The Contractor agrees to incorporate into its agency's functions, policies, staff-client interactions and in the provision of all services in this Agreement the following Guiding Principles for Person-Centered Planning Philosophy:

7.5.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
- 7.5.1.1. Individual's wishes, values, and beliefs are considered and respected.
- 7.5.1.2. Individual is listened to; needs and concerns are addressed.
- 7.5.1.3. Individual receives the information he/she needs to make informed decisions.

7.5.2. Planning is responsive to the individual. His or her preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.

7.5.3. Services are designed, scheduled, and delivered to best meet the needs and preferences of the individual.

7.5.4. The system is committed to excellence and quality improvement:

7.5.5. Individual rights are affirmed and protected.

7.5.6. Individuals are protected from exploitation, abuse, and neglect.

7.5.7. The service system is accessible, responsive, and accountable to the individual.

7.5.8. Person-centered planning may be incorporated into existing service plans or documents already being used by the contractor.

7.6. Staffing

The Contractor agrees to adhere to the following staffing requirements:

7.6.1. Provide sufficient staff to perform all tasks specified in this Agreement. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients and geographic area as identified in this Agreement.

7.6.2. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their

respective positions. This includes keeping up-to-date personnel and training records and documentation of all individuals requiring licenses and/or certifications. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to DHHS within thirty days of approval of the Contract Agreement. The plan shall include but not be limited to:

7.6.3. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;
7.6.4. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;
7.6.5. A description of time frames necessary for obtaining staff replacements;
7.6.6. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience; and
7.6.7. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

7.7. Service Delivery Verification

The following are the performance measure reporting requirements for each service identified in Section 1.

1) Eligibility:
   a) The number of applications for home delivered meals and the number of requests for congregate meals and transportation and
      i) The number and percent of applicants found eligible for each service; and
      ii) The number and percent of applicants found ineligible for each service.
      The contractor will indicate the reasons applicants were found ineligible and what quality improvement activities are to be initiated to address concerns about eligibility.

2) Quality and Appropriateness:
   a) Plans of Care: For home delivered meals the number and percent of individuals' plans of care contain evidence of person-centered planning
      i) The number and percent of individuals who have experienced a safety-related incident or accident which occurs during times of face-to-face contact with the client(s); The number and percent of individuals for whom a report to Adult Protective Services was made.
   b) Experience: The number and percent of individuals surveyed (via telephone, mail, e-mail, or face-to-face) who report their experiences with their services and providers have been satisfactory or better.
   c) The contractor will indicate the reasons why:
      i) For home delivered meals, applicants' plans of care did not include evidence of person-centered planning;
      ii) Applicants experienced safety-related incidents which occurs during times of face-to-face contact with the client(s); Applicants were referred to Adult Protective Services; and
      iii) The number and percent of individuals surveyed who reported their experiences with their services and providers were not satisfactory or better.
   d) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about the quality and appropriateness of care.

3) The Contractor must survey a sample of participants for each contracted service and provide their survey methodology, in writing, to BEAS.

4) Service Delivery
   a) The number of open cases at the end of each reporting period, and
      i) The number and percent of days individuals did not receive a planned service(s) due to the service(s) not being available due to inadequate staffing or other related provider issue or due to lack of transportation, etc.

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b) The Contractor will indicate the reasons applicants did not receive their planned services.
c) The Contractor will describe the quality improvement activities to be initiated to address identified concerns about service delivery.

7.8. Reporting Requirements:

7.8. Reporting Requirements:
The Contractor shall complete quarterly reports on a pre-defined electronic form provided by the Department. Quarterly is defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30. The Contractor shall submit the quarterly reports to the Department by October 15, January 15, April 15, and July 15 as applicable to each State Fiscal Year in the contract period. The data will include, but not be limited to the following:

- Expenses by program service provided. Service is defined as Home Delivered Meals, Congregate Meals & Transportation;
- Revenue, by program service provided, by funding source;
- Actual Units served, by program service provided, by funding source;
- Number of unduplicated clients served, by service provided, by funding source;
- Number of Title III and Title XX clients served with non-BEAS funds;
- Unmet need/waiting list; and
- Lengths of time clients are on a waiting list.

In addition, the Contractor shall complete the Home-Delivered Data Form and the Transportation Data Form provided by the Department. The Contractor shall submit the Forms to the Department by January 31 and July 31 as applicable to each State Fiscal Year in the contract period. The data will include, but not be limited to the following:

For home-delivered meals:

- the number of meals served by client and by town;
- the number of meals served in the aggregate; and
- the number of miles related to the delivery of meals in the aggregate.

For transportation:

- the number of clients served by town and in the aggregate;
- the number of miles in the aggregate;
- the nature of the transportation. Nature is defined as medical appointment, shopping, etc...; and
- the occupancy rate per vehicle.

7.9. Client Fees and Donations

7.9.1. Title III Services

Except as provided in paragraph 7.9.3, the NH Administrative Rule He-E 502.12 allows Title III contractors to ask individuals receiving services for a voluntary donation towards the cost of the service and provides guidance for requesting donations. The donation is to be purely voluntary, and no one can be refused services if they are unable or unwilling to donate.

The Contractor is required to report the total amount of collected donations on the quarterly report sent to BEAS Finance.

7.9.2. Title XX Services

The Contractor may charge fees to individuals receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to individuals seeking services. The Contractor shall comply with the New Hampshire Administrative Rule He-E 501 when establishing and charging fees to individuals. In

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Date: 4/24/15

addition, the Contractor is required to report on the total amount of fees/income received for Title XX Services on the quarterly report sent to BEAS Finance.

7.9.2.1. The Contractor providing Title XX services may charge fees to clients, referred by APS staff, for whom reports of abuse, neglect, self-neglect and/or exploitation have not been founded. The Contractor is required to include the total amount of fees/income received for Title XX services, referred by APS staff, with the total amount of fees/income reported for Title XX Services, listed above, on the quarterly report sent to BEAS Finance.

7.9.3. Adult Protective Services

Under RSA 161-F: 42 et seq. BEAS provides protective services to incapacitated adults to prevent neglect, abuse or exploitation. When BEAS determines that an individual needs protective services as described in the Adult Protection Program NH Administrative Rules (He-E 700), the Contractor agrees that the payment received from BEAS for the specified services is payment in full for those services, and the provider agrees to refrain from making any attempt to secure additional reimbursement of any type from the individual for those services. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons in need of protective services.

7.9.3.2. Agencies providing Title III and/or Title XX services may not charge fees or ask donations from clients referred by the DHHS Adult Protective Services (APS) Program as long as these individuals remain active recipients of adult protective services as verified by Adult Protective Services staff.

7.10. Adult Protective Services

The Contractor will report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law.
The Contractor shall make a good faith effort to assure the provision of some level of services to those persons who the Department refers to the contracted agency and identifies the client in in need of protective services.
The Contractor shall follow the plan of care established by the APS social worker.
The contractor is expected to inform the referring APS staff of any changes in the individual's situation or other concerns, and the APS staffs are expected to inform the contractor of any information that may affect service provision.

7.11. E-Studio Electronic Information System

The Contractor shall be required to use BEAS' E-Studio electronic information system. E-Studio is BEAS' primary vehicle for uploading important information concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information. Contractor shall identify all of the key personnel who need to have E-Studio accounts to ensure that information from BEAS can be shared with the necessary agency staff. There is no cost to the contractor for BEAS to create an E-Studio account and no limit on the number of staff an agency identifies to have access to E-Studio. Contractor shall ensure that their E-Studio account(s) are kept current and that BEAS is notified when a staff member is no longer working in the program so his/her account can be terminated.

7.12. Criminal Background and Adult Protective Service Registry Checks

The contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services are required to complete a BEAS State Registry check before the staff member or volunteer begins providing services. In addition, all agency staff must undergo a NH Criminal Records Background check.

7.12.1. Contractor shall conduct a New Hampshire criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact.

7.12.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49, which require the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry.

7.13. Grievance and Appeals

The Contractor must maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and staff. The Contractor shall have grievance system in place that includes a grievance process and any grievances filed are to be available to DHHS upon request. At a minimum the process shall include the following:

a) Client name,
b) type of service,
c) date of written grievance,
d) nature/subject of the grievance,
e) who in the agency reconsiders agency decisions,
f) what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.

7.14. Privacy and Security of Client Information

DHHS is the designated owner of all data and shall approve all access to that data. The Contractor shall not have ownership of State data at any time. The Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law. Privacy policy statements may be developed and amended from time to time by the State and will be appropriately displayed on the State portal. The Contractor shall provide sufficient security to protect the State and DHHS data in network, transit, storage and cache. In the event of breach, the contractor shall notify the Department within one day from the date of breach.

7.15. Culturally and Linguistically Appropriate Standards of Care

The Contractor shall ensure equal access to quality services under this contract by providing culturally and linguistically appropriate services according to the following guidelines:

- Assess the ethnic/cultural needs, resources and assets of their community.
- Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment or to those with disabilities.
- When feasible and appropriate, provide clients of minimal English skills with interpretation services.
- Offer clients a forum through which they have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may require a response.
- When feasible and appropriate, identify communication access needs for clients who may be deaf or hard of hearing, and/or have vision or speech impairment and develop an individual communication plan for clients to receive services.

7.16. Wait Lists

7.16.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. The contract agency shall maintain a wait list in accordance with NH Administrative Rules He-E 501 and 502 when funding or resources are not available to provide the requested services. A wait list includes at a minimum:

Contractors Initials: MB
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a) Each contract agency shall include the following information on its wait list:
   i) The individual's full name and date of birth;
   ii) The name of the service being requested;
   iii) The date upon which the individual applied for services which shall be the date the application was receive by the contract agency or BEAS;
   iv) The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
   v) The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services;
   vi) The individual's assigned priority on the wait list, determined in accordance with (b) below;
   vii) A brief description of the individual's circumstances and the services he or she needs.
b) The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
   i) Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
   ii) Declining mental or physical health of the caregiver;
   iii) Declining mental or physical health of the individual;
   iv) Individual has no respite services while living with a caregiver; and
   v) Length of time on the wait list.
   vi) When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.
   vii) Individuals who are being served under protective services RSA 161-F: 42-57 shall be given priority status on the waitlist and in accordance with He-E 501.14 (f) and He-E 502.13.
   viii) Individuals with adult protective needs in accordance with RSA 161-F: 42-57 shall be exempt from the wait list.
c) When an individual is placed on the wait list, the contract agency shall notify the individual in writing
d) The wait list must be maintained during the contract period and available to BEAS upon request.

7.17. Notice of Failure to meet Service Obligations

1) In the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date, the Contractor shall give at least a ninety (90) day prior written notice addressed to the Bureau Director, Bureau of Elderly and Adult Services, of such in ability to meet service obligations.
2) Examples of failure to meet service obligations may include, but are not limited to:
   a) Reducing hours of operation
   b) Changing a geographic service area
   c) Closing or opening a site
3) The written notification shall include the following:
   a) The reasons for the inability to deliver services;
   b) How service recipients and the community will be impacted if the contractor is unable to provide services
   c) How service recipients and the community will be notified; and
   d) The Contractor's plan to transition clients into other services or refer the clients to other agencies.
4) The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:
   a) Service(s) are terminated or planned to be terminated prior to the termination date of the contract;

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b) The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State;
c) The Contractor terminates a services or services for any reason;
d) The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

7.18. Transition Process

The Contractor shall have a transition process for clients in the event that they maybe transitioned between DHHS contracted providers and shall submit their written transition process to DHHS within thirty days of approval of the Contract Agreement. The process shall ensure

a) Uninterrupted delivery of services for clients;
b) A method of notifying clients and/or the community about the transition. A staff member shall be available to address questions about the transition.

7.19. Compliance with Laws and Regulations

Services and Administration of the program services shall be provided in accordance with the applicable federal and state laws, Title III and Title XX rules, policies and regulations adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.

7.20. Contract Monitoring

The Contractor shall:

7.20.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.

7.20.2. Ensure the Department is provided with access that includes but is not limited to:

a) Data
b) Financial records
c) Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
d) Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
e) Scheduled phone access to Contractor principals and staff
f) Timely unscheduled phone response by Contractor principals and staff.

7.21. Financial Integrity Maintenance

7.21.1. Financial Reporting Requirements: In addition to the requirement for the Contractor to provide annual audited financial statements, the Contractor will provide to the State quarterly interim Balance Sheet and Profit and Loss Statements for the Contractor including separate statements for related parties. Quarterly is defined as the period of July 1 to September 30, October 1 to December 31, and January 1 to March 31, and April 1 to June 30. The Contractor shall submit the quarterly statements to the Department by October 31, January 31, April 31, and July 31 as applicable to each State Fiscal Year in the contract period. All statements must be certified by an officer of the reporting entity.

7.21.2. Corrective Action and or Termination: If after review of the contractor submitted information, and based on the following risk assessment, the State at its sole discretion, the State may:

1. Require a corrective action plan for identified deficiencies, or
2. Terminate the contract for reasons of risk to continued operation, services, or deliverables as required by the terms of the contract.

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7.21.3. Absence of Risk Conditional Termination: This section does not negate any rights the State may have relative to the contract.

7.21.4. Risk Assessment Process:
The State will analyze the financial information provided by Contractor. Such analysis will include calculation of the ratios set forth in Table A. The weighted average of the ratios is used to calculate a risk score as follows:

- Low Risk 70% and Above
- Moderate Risk From 26% to 69%
- High Risk 25% and Below

7.21.5. Weighted Average: The process for the scoring is

1. Calculate the individual ratio for the Contractor
2. Divide Contractor ratio by the benchmark to determine percentage above or below benchmark
3. Multiply Contractor percentage by "Percentage Weight of Risk Score"
4. Add the scores for the ratios as determined for each ratio in Steps 1 to 3.

7.21.6. The State will provide, upon request, the Risk calculations for the Contractor.

Table A - Risk Analysis Assessment Ratios Matrix

Category	*Name of Ratio*	*Description*	*How it is Calculated*	*What the Ratio Measures*	*Benchmark*	*Percentage of Total Risk Assessment*
Liquidity	Current Ratio	This ratio compares the Current Assets with the Current Liabilities.	CURRENT ASSETS / CURRENT LIABILITIES	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a ratio, and represents 15% of the total risk assessment value.	1.0:1	10.0%
Liquidity	Days Expense in Working Capital	This ratio calculates the number of day's expense that the working capital can support.	(CURRENT ASSETS - CURRENT LIAB) / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed in "number of days" and represents 15% of the total risk assessment value.	30	10.0%

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Table A - Risk Analysis Assessment Ratios Matrix						
Category	***Name of Ratio***	***Description***	***How it is Calculated***	***What the Ratio Measures***	***Benchmark***	***Percentage of Total Risk Assessment***
Liquidity	Days of Revenue In Accounts Receivable	This ratio calculates the number of days of revenue that are in accounts receivable.	(ACCOUNTS RECEIVABLE) / (REVENUE/365)	This ratio measures the performance of the accounts receivable function and the timeliness of revenue collection. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in days.	30	10.0%
Operating Results	Return on Equity	This ratio is a representation of the increase or decrease in net assets from the prior year.	INCREASE IN NET ASSETS / NET ASSETS	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Operating Results	Operation Income to Revenue	This ratio compares the current year's operating income with the current year's revenue.	OPERATING INCOME / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	3%	10.0%

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Table A - Risk Analysis Assessment Ratios Matrix						
Category	***Name of Ratio***	***Description***	***How it is Calculated***	***What the Ratio Measures***	***Benchmark***	***Percentage of Total Risk Assessment***
Operating Results	Cash Flow % of Revenue	This ratio calculates the company's cash flow as a percentage of revenue.	(INCREASE IN NET ASSETS + DEPRECIATION) / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	2%	10.0%
Leverage	Debt to Equity	This ratio compares total debt to equity.	(TOTAL ASSETS - NET ASSETS)/NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a ratio and represents 5% of the total risk assessment value.	0.7:1	5.0%
Leverage	Long Term Debt to Equity	This ratio compares long term debt to equity.	LONG TERM DEBT / NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 5% of the total risk assessment value.	100%	5.0%
Leverage	Debt Ratio	This ratio compares total debt to total assets.	(TOTAL ASSETS - NET ASSETS)/TOTAL ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk	50%	10.0%

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Table A - Risk Analysis Assessment Ratios Matrix						
Category	***Name of Ratio***	***Description***	***How it is Calculated***	***What the Ratio Measures***	***Benchmark***	***Percentage of Total Risk Assessment***
				assessment value.		
Reserves	Cash Flow to Total Debt	This ratio compares cash flow to total debt.	(OP. SURPLUS + DEPRECIATION) / (TOTAL ASSETS - NET ASSETS)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Reserves	Days Expense in Available Net Assets	This ratio calculates the number of day's expense that the net assets of the company can support.	NET ASSETS / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in "number of days" and this represents 10% of the total risk assessment value.	90	10.0%
						100.0%

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Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions (Form P-37) of this Agreement in consideration for the Contractor's compliance with the terms and conditions of this Agreement and for the services provided by the Contractor pursuant to Exhibit A Amendment #1, Scope of Services.

2. The following terms and conditions detailed this Exhibit B Amendment #1 shall apply to all applicable services identified in Exhibit A Amendment #1, Paragraph 5, unless expressly stated otherwise.

3. The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A Amendment #1, Paragraph 5, according to the following reimbursement rates:

Reimbursement Rates	Unit Types
$4.85	Per Home Delivered Meal
$5.50	Per Congregate Meal
$8.75	Per Person per day for Transportation Services
$.30	Per mile

4. Payment for contracted services will be in accordance with Exhibit B-1, Exhibit B-2, Exhibit B-3 and Exhibit B-4.

5. The General provisions (Form P-37) Block 1.6 Account Numbers are as follows:

   - 05-95-48-481010-78720000-512-500352
   - 05-95-48-481010-78720000-541-500383
   - 05-95-48-481010-78720000-544-500386
   - 05-95-48-481010-92550000-544-500386

6. This Contract is funded with federal funds made available under the Catalog of Federal domestic. Assistance (CFDA) #'s, for the provision of services pursuant to Exhibit A Amendment #1, Scope of Services as follows:

   - 93.044 United States Department of Health and Human Services, Administration for Community, Living Special Programs for the Aging- Title IIIB
   - 93.045 United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging- Title IIIC-1
   - 93.045 United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging- Title IIIC-2
   - 93.667 United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant- Title XX

   6.1. The Contractor agrees to provide the services in Exhibit A Amendment #1, Scope of Services in compliance with funding requirements.

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7. Notwithstanding paragraph 18 of the General Provisions (Form P-37), an amendment, limited to the terms of Exhibit B-1, Exhibit B-2, Exhibit B-3 and Exhibit B-4, to transfer the amount of units from one service to another can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

8. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT).

9. The DHHS may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in accordance with the requirements and scope of services in Exhibit A Amendment #1; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.

10. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of required reports, or Contractor Site Review Reports, the State may review all units served to clients and number of miles per client incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any units served to clients and number of miles per client incurred that are not determined to be allowable or are determined to be served to ineligible clients and shall, by written notice specifying the disallowed costs, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs.

11. Form Submission:
Prior to submittal of an invoice for the following Title III funded services: Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

Prior to submittal of an invoice for Title XX Meals the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.

12. Invoice Submission:

12.1. Meals

Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual meals served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual meals served during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

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A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.

12.1.1. Meals Mileage

Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Contract Service Authorization Form (#3502) and Meal and Mileage Invoices shall be sent to:
NH Department of Health and Human Services
Data Management Unit
129 Pleasant St, P.O. Box 2000
Concord, NH 03301

12.2. Title III Transportation:

The Contractor shall complete and submit a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served (unit being per client, per day) during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit. In addition, the Contractor shall complete a monthly transportation form. The form will be a predefined electronic form supplied by DHHS.

12.2.1. Title III Transportation Mileage

The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title III Transportation and Mileage invoices and the monthly transportation form shall be submitted to:
Financial Management
DHHS Bureau of Elderly and Adult Services
129 Pleasant St, Brown Building
Concord NH 03301

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12.3. Contractor will have forty-five (45) days from the end of the contract period to submit final invoices to the Department for payment. Any adjustments made to a prior invoice, during these forty-five (45) days, will need to be accompanied by supporting documentation.

12.4. The DHHS will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.

12.5. The Contractor shall submit to DHHS the subcontractor's budget for review and approval. The Contractor shall submit to DHHS copies of their subcontractor's invoices for actual units served to clients and number of miles per client that support the requests for reimbursement, upon DHHS request.

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Contractor Name:	St. Joseph Community Services, Inc.

Period:	7/1/15-6/30/16			7/1/16-9/30/16		
Funding Source and Service	Projected Number of Units	Projected Number of Miles	Total Maximum Amount Allowed by Funding Source	Projected Number of Units	Projected Number of Miles	Total Maximum Amount Allowed by Funding Source
Title III C-1 Congregate Meals	67,000		$368,500.00	16,750		$92,125.00
Title III C-2 Home Delivered Meals	182,164	126,971	$921,586.70	45,541	31,743	$230,396.75
Title IIIB Transportation	4,458	36,641	$49,999.80	1,115	9,160	$12,504.25
Title XX Home Delivered Meals	68,618	51,298	$348,186.70	17,155	12,825	$87,049.25

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SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS
As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: St. Joseph Community Services, Inc

4/24/15
Date

Meghan Brady
Name: Meghan Brady
Title: President

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Nutrition and Transportation Contract

This Second Amendment to the Nutrition and Transportation Contract (hereinafter referred to as "Amendment #2") dated March 30, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and St. Joseph Community Services, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation organized under the laws of the State of New Hampshire, with a place of business at 395 Daniel Webster Highway, Merrimack, NH 03054-0910.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 18, 2014 (item #109), and amended by an agreement (Amendment #1 to the Contract) approved by the Attorney General on December 17, 2014, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 and Exhibit B paragraph #5 of the Agreement, which states that notwithstanding paragraph 18 of the P-37, an amendment limited to Exhibit B-1, B-2, and B-3 to transfer the amount of units from one service to another, can be made by written agreement of both parties and may be made without obtaining approval of G&C; and

WHEREAS, the State and the Contractor agree to transfer units within State Fiscal Year 2015 within the price limitation.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

To Amend as follows:

1) Delete Exhibit B-1 and replace with Exhibit B-1 Amendment #2.
2) Delete Exhibit B-2 and replace with Exhibit B-2 Amendment #1.

Contractors Initials: MB
Date: 4/2/15

This amendment shall be effective upon approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

4/14/15
Date

Diane Langley
Director

St. Joseph Community Services, Inc.

4/1/15
Date

NAME Meghan Brady
TITLE President

Acknowledgement:
State of NH, County of Hillsborough on 4/1/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Name and Title of Notary or Justice of the Peace

ELIDA CRISTALDI
MY COMMISSION EXPIRES OCT. 29, 2019
NOTARY PUBLIC NEW HAMPSHIRE

State of New Hampshire
Department of Health and Human Services
Nutrition and Transportation Services

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

4/22/15
Date

Name: Megan A. Lac
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Contractors Initials: MB
Date: 4/7/15

Exhibit B-1 Amendment #2
Home Delivered Meals
July 1, 2014 through June 30, 2015

ST JOSEPH COMMUNITY SERVICES			
Col. A	Col. B	Col. C	Col. D
Funding	Projected Number of Home Delivered Meals	Projected Number of Miles	Total Maximum Amount Allowed by Funding
Title III C2	188,401	126,971	$ 951,836.15
Title XX	68,618	51,298	$ 348,186.70

Contractors Initials: MM
Date: 4/7/15

Exhibit B-2 Amendment #1
Congregate Meals
July 1, 2014 through June 30, 2015

ST Joseph Community Services		
Col. A	Col. B	Col. C
Funding	Projected Number of Congregate Meals	Total Maximum Amount Allowed by Funding
Title III C1	61,500	$ 338,250.00

Contractors Initials: MB
Date: 4/7/15

Nicholas A. Toumpas
Commissioner

Eric D. Borrin
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF BUSINESS OPERATIONS
BUREAU OF CONTRACTS & PROCUREMENT

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9558 1-800-852-3345 Ext. 9558
Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

December 16, 2014

Megan Yaple
NH Department of Justice
Office of the Attorney General
33 Capitol Street
Concord, New Hampshire 03301

Good Morning Attorney Yaple,

I am writing to ask that you review the attached amendment between the Department of Health and Human Services, Division Community Based Care Services, Bureau of Elderly and Adult Services and St. Joseph Community Services, (Vendor #155093 - B001), 395 Daniel Webster Highway, Merrimack, NH 03054. The vendor provides nutrition and transportation services in Hillsborough County. The Contractor requested a transfer of funds between the respective budget lines for home delivered meals and transportation services in order to better address client needs. The Department supports this transfer of SFY 2015 funds. The Governor and Executive Council approved the original agreement on June 18, 2014 (item # 109). There are no additional funds being requested in this amendment. 60% Federal and 40% General Funds.

The following language is included in Exhibit B, paragraph 5 of the contract agreement:

5. Notwithstanding paragraph 18 of the P-37, an amendment limited to the terms of Exhibit B-1, B-2, and B-3 to transfer the amount of units from one service to another can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

I am asking that you review and sign off on this contract amendment as it does not need further action by the Governor and Executive Council.

The remainder of this letter is presented in the format typical of most Governor and Executive Council letters, so that you might have some context for your review.

EXPLANATION

St. Joseph Community Services, has requested the transfer of funds described above in order to realign the budget to provide additional funding for home delivered meals and mileage for the transportation of clients The contractor originally anticipated a lower usage of meals and transportation miles, and expects the transfer will provide enough meals and transportation to support the overall client usage for the remainder of the state fiscal year.

This contract was awarded as the result of a competitive bid process. On November 22, 2013 the Department issued a Request for Proposal for Title XX and Title III Nutrition and Transportation services on the Department's website.

Area Served: Hillsborough County.

Source of Funds: 60% Federal Funds from the Social Services Block Catalog of Federal Domestic Assistance (CFDA) # 93.667Grant and Administration for Community Living's Special Programs for the Aging-Title III, CFDA #s 93.044 and 93.045 and 40% General Funds.

In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Eric D. Borrin
Director

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Nutrition and Transportation Contract

This 1st Amendment to the Nutrition and Transportation Contract (hereinafter referred to as "Amendment #1") dated this 2nd day of December 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and St. Joseph community Services, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation organized under the laws of the State of New Hampshire, with a place of business at 395 Daniel Webster Highway, Merrimack, NH 03054-0910.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 18, 2014 (item #109), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 and Exhibit B paragraph #5 of the Agreement, which states that notwithstanding paragraph 18 of the P-37, an amendment limited to Exhibit B-1, B-2, and B-3 to transfer the amount of units from one service to another, can be made by written agreement of both parties and may be made without obtaining approval of G&C; and

WHEREAS, the State and the Contractor agree to transfer units within State Fiscal Year 2015 within the price limitation.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1) Delete Exhibit B-1 and replace with Exhibit B-1 Amendment #1.
2) Delete Exhibit B-3 and replace with Exhibit B-3 Amendment #1.

Contractors Initials: MB
Date: 12/11/14

This amendment shall be effective upon approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

12/5/14
Date

Diane Langley
Director

CONTRACTOR NAME

12/11/14
Date

NAME Meghan Brady
TITLE President

Acknowledgement:
State of N.H., County of Hillsborough on Dec 11, 2014, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Name and Title of Notary or Justice of the Peace

Shella G. McLaughlin, Notary Public
State of New Hampshire
My Commission Expires January 27, 2015

Contractors Initials: MB
Date: 12/11/14

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

12/17/14
Date

Name: Megan A. Yeo
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-1 Amendment #1
Home Delivered Meals
July 1, 2014 through June 30, 2015

ST JOSEPH COMMUNITY SERVICES			
Col. A	Col. B	Col. C	Col. D
Funding	Projected Number of Home Delivered Meals	Projected Number of Miles	Total Maximum Amount Allowed by Funding
Title III C2	182,164	126,971	$ 921,586.80
Title XX	68,618	51,298	$ 348,186.70

Contractors Initials: MB
Date: 12/11/14

Exhibit B-3 Amendment #1
Transportation Services
July 1, 2014 through June 30, 2015

ST JOSEPH COMMUNITY SERVICES			
Col. A	Col. B	Col. C	Col. D
Funding	Projected Number of Clients	Projected Number of Miles	Total Maximum Amount Allowed by Funding
Title III B	4,458	36,641	$ 50,000.00

Contractors Initials: MB
Date: 12/11/14

FORM NUMBER P-37 (version 1/09)

Subject: Nutrition and Transportation Services

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		**1.2 State Agency Address** 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name St. Joseph Community Services, Inc.		**1.4 Contractor Address** 395 D.W. Highway Merrimack, NH 03054-0910	
1.5 Contractor Phone Number (603) 424-9967	**1.6 Account Number** See Exhibit B	**1.7 Completion Date** June 30, 2015	**1.8 Price Limitation** $1,688,273.50
1.9 Contracting Officer for State Agency Mary Maggioncalda		**1.10 State Agency Telephone Number** 603-271-9096	
1.11 Contractor Signature Meghan Brady		**1.12 Name and Title of Contractor Signatory** **Meghan Brady, President**	

1.13 Acknowledgement: State of NH, County of Hillsborough

5/19/14

On ____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal]

BROOKE HOLTON JUSTICE MY COMMISSION EXPIRES DEC. 9, 2014 OF THE PEACE NEW HAMPSHIRE

1.13.2 Name and Title of Notary or Justice of the Peace

Brooke Holton

1.14 State Agency Signature	**1.15 Name and Title of State Agency Signatory** Sheri Rockburn Director
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:	Director, On:
1.17 Approval by the Attorney General (Form, Substance and Execution) By:	On: 5/28/14
1.18 Approval by the Governor and Executive Council By:	On:

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials: MB
Date: 5/19/14

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $2,000,000 per occurrence; and
14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials: MB
Date: 5/19/14

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials: MB
Date: 5/19/14

Scope of Services

1. Purpose:

The contractor shall provide services in this contract to assist eligible people to live as independently as possible in safety and with dignity.

1.1. The services in this contract are intended for individuals who are not already receiving the same or similar services through one of DHHS' Medicaid Waiver Programs, who are eligible for other NH Medicaid services or who are receiving the same or similar services through the Veterans' Administration.

2. Contract Period:

The commencement date of this contract shall be effective July 1, 2014 or the date of G& C approval, whichever is later. The completion of this contract shall be June 30, 2015.

3. Population:

Services are for individuals who reside in independent living settings and who meet the eligibility criteria as follows:

3.1. Title III

Individuals who are age 60 and older and with the most economic or social needs as described in:

- Older Americans Act as amended, Section 305,(a)(2)(E) and
- Title III Older Americans Act Services: Title IIB- Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, and Title IIID- Disease Prevention and Health Promotion Services, NH Administrative Rule He-E 502.

3.2. Title XX 42 USC §1397 et seq.

Individuals who are age 60 and older or ages 18-59 who have a chronic illness or disability, and a maximum monthly income of $1,194 for calendar year 2014 as described in:

- The Social Services Block Grant (Title XX), NH Administrative Rule He-E 501.

4. Geographic Area to be served:

The Contractor shall provide and ensure delivery of the services listed in Paragraph 5 below to all eligible persons in the towns/cities listed in Geographic Area Exhibit A-1. Nothing in this Agreement shall be construed to limit the ability of the Contractor to provide said services to other eligible persons located in a town/city not listed in Exhibit A-1 when the Department requests the contractor to do so or when the contractor receives approval by the Department.

5. Services Provided in this Agreement

	Services		
	Home Delivered Meals Services	Congregate Meals Services	Transportation Services
Program:			
Title III	x	x	x
Title XX	x	na	na

An "x" denotes that the Contractor shall provide that service to eligible individuals in accordance with all applicable laws, rules, regulations and terms and conditions of this Agreement.

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6. Service descriptions

6.1. Home-Delivered Meals (funded through Titles III and XX) are delivered to a client at his/her home. A client must be homebound and unable to prepare his/her own meals. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the client including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. Providers Contractors must ensure assure that a visual contact is made with each client in his/her home on each day that meals are delivered as an assurance of the individual's safety, with the exception of meals designated as emergency meals or frozen meals which are delivered to clients in advance of anticipated inclement weather conditions or other adverse conditions.

6.2. Home Delivered Meals funded by Title XX shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX) incorporated by reference into this Agreement.

6.3. Home Delivered Meals funded by Title III shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.

6.4. The Contractor agrees to perform the following: receive inquiries and applications; determine eligibility; notify applicants of eligibility; maintain records for each recipient; train staff and volunteers; monitor and evaluate services; maintain financial records; submit reports as requested to the Bureau of Elderly and Adult Services.

6.5. Congregate Meals (Community Dining) (funded through Title III) are provided in community settings, where individuals travel to a designated site to share a meal with other individuals. Advance registration is not required, and individuals register when arriving at the meal site. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the individual including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. The Contractor shall provide congregate meals at the locations, hours, and days identified in Exhibit A-2.

6.6. Congregate Meals funded by Title III shall be provided according to the rules and policies of the Bureau of Elderly and Adult Services (BEAS), including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older Americans Act of 1965 as amended, incorporated by reference into this Agreement.

6.7. Transportation (funded through Title III) provides transport in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization. Title III Transportation services do not include pleasure excursions that charge individuals a fee for participation.

6.8. Transportation services funded by Title III shall be provided according to the rules and policies of BEAS, including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.

6.9. Transportation providers must be in compliance with all applicable Federal and State Department of Transportation and Department of Safety regulations. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500 and inspected in accordance with NH Administrative Rule Saf-C 3200. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing and NH Administrative Rule Saf-C 1800 Commercial drivers licensing, as applicable.

7. Service Compliance Requirements

7.1. Access to Services

7.1.1. Individuals access the services described in this contract through one of two ways. They may apply directly for services to the contractor or be referred to the contractor by the Adult Protective Services Program as a result of a substantiated report of neglect, abuse, or exploitation.

7.1.1.1. Client directly applies for services: The Contractor shall determine eligibility for these services in accordance with the rules and requirements of the Title III and Title XX Programs. The contractor shall determine the eligibility of the individual; and with the exception of Congregate Meals and Transportation, provide written notice of eligibility within 45 days from the date eligibility was determined, indicate what services are to be provided and their frequency, and indicate the beginning and end dates for individual's period of eligibility.

7.1.1.2. Client referred by Adult Protective Services (APS): The contractor does not take an application, determine or redetermine the client's eligibility or issue notifications. The client's case will be managed by the APS staff. The referral will a protective services plan that the APS worker puts into place to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, or exploitation.

7.2. Client Application/Request for Services

The Contractor shall complete an intake and application for services, in accordance with New Hampshire Administrative Rule He-E 500. Title XX Home-Delivered contractors shall use Form 3000 Application provided by DHHS. Title III Home-Delivered Meals contractors may use Form 3000 or a form of their own that includes the same information as the Form 3000. Congregate meals and transportation do not require an application per se but require participants to sign up for the service as a way to request the service. The Contractor submits these signature lists as verification that the service was provided.

7.3. Client Eligibility

7.3.1. The Contractor shall determine eligibility for services and shall be in compliance with both Title III and Title XX requirements regarding eligibility determination, notice of eligibility and the individual's period of eligibility as applicable.

7.3.2. In order for clients to be eligible to receive home-delivered meals through both Title III and Title XX, the client needs to demonstrate that he or she cannot prepare meals and that the individual is:

7.3.2.1. Homebound; or

7.3.2.2. Temporarily homebound due to recovery from illness or injury.

7.3.2.3. In order for clients to be eligible to receive congregate meals and transportation, they must be age 60 or older. They must sign up for these services prior to

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receiving them. A written application is not required. Individuals who are less than 60 years of age may receive congregate meals if they are:

(1) The spouses of individuals who accompany them to the meal site;

(2) Individuals providing volunteer services at the congregate meal site during meal hours;

(3) Individuals with disabilities who reside at home with an individual who is receiving Title III services; and

(4) Individuals with disabilities under the age of 60 who are not older individuals, but who reside in housing facilities occupied by older individuals where congregate meals are provided.

7.3.3. Eligibility determination

The Contractor shall submit its policies and procedures for client eligibility determination for services to DHHS for review and approval, within 30 days of the start of each State Fiscal Year.

For Home Delivered Meals:
The Contractor shall provide a written notice of the eligibility decision, for individuals determined to be eligible to receive services, to the individual as soon as possible, but no later than 45 calendar days from the date of determination. This notice shall include:
1)The services to be provided, and when;
2)The eligibility period; and
3)Contact information for the contractor.

If the client is determined to not be eligible for service(s), the notice shall include:
1)The reason(s) for the denial;
2)A statement regarding the right of the individual or his or her authorized representative to request an informal resolution or appeal of the eligibility determination decision.
3)Contact information for requesting an appeal.

7.3.4. Redetermination of Service Eligibility.

The Contractor shall submit its policies and procedures for client eligibility redetermination for services to DHHS for review and approval, within 30 days of start of each State Fiscal Year.

For Home Delivered Meals:
1)The Contractor shall review the individual's service record annually while services are being provided. The review shall be completed within 30 days prior to the anniversary date on which eligibility began.
2)The Contractor shall make a decision to re-certify or terminate the individual's services based on the requirements contained in Title III and Title XX administrative rules and document the decision by making a notation in the individuals' service record.

7.3.5. Termination of Services.

Services shall be terminated when:
1)The individual or his or her authorized representative requests that the services be terminated;
2)The individual no longer meets the eligibility requirements for services;
3)Funding by the State for the service(s) is no longer available;
4)The individual did not reapply for services as required by program rules;
5)The individual has been admitted to a nursing home or residential care facility; or

6)The individual is deceased.

7.3.6. Service Authorizations for Eligible Clients.
Once the client has been determined eligible to receive home delivered meals and congregate meals services, the contractor shall obtain a service authorization from DHHS in order to be reimbursed from this contract for allowable costs in providing services to that client. Transportation services do not require service authorizations.

7.3.6.1. The Contractor shall submit a completed Form 3502 "Contract Service Authorization-New Authorization" for each client who has been determined eligible to receive home delivered and/or congregate meals services. More than one service may be included on a Form 3502. The completed Form 3502 shall be submitted to:
Bureau of Data Management
129 Pleasant Street
Concord, NH 03301

7.4. Client Assessments
The contractor shall assess the individual's needs and develop written service plans, keep written progress notes; and monitor and adjust service plans to meet the individual's needs in accordance with NH Administrative Rule 500.

7.5. Person centered provision of services
The Contractor agrees to incorporate into its agency's functions, policies, staff-client interactions and in the provision of all services in this Agreement the following Guiding Principles for Person-Centered Planning Philosophy:

7.5.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
7.5.1.1. Individual's wishes, values, and beliefs are considered and respected.
7.5.1.2. Individual is listened to; needs and concerns are addressed.
7.5.1.3. Individual receives the information he/she needs to make informed decisions.
7.5.2. Planning is responsive to the individual. His or her preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.
7.5.3. Services are designed, scheduled, and delivered to best meet the needs and preferences of the individual.
7.5.4. The system is committed to excellence and quality improvement:
7.5.5. Individual rights are affirmed and protected.
7.5.6. Individuals are protected from exploitation, abuse, and neglect.
7.5.7. The service system is accessible, responsive, and accountable to the individual.
7.5.8. Person-centered planning may be incorporated into existing service plans or documents already being used by the contractor.

7.6. Staffing
The Contractor agrees to adhere to the following staffing requirements:

7.6.1. Provide sufficient staff to perform all tasks specified in this Agreement. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients and geographic area as identified in this Agreement.
7.6.2. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their

respective positions. This includes keeping up-to-date personnel and training records and documentation of all individuals requiring licenses and/or certifications. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to DHHS within thirty days of approval of the Contract Agreement. The plan shall include but not be limited to:

7.6.3. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;

7.6.4. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;

7.6.5. A description of time frames necessary for obtaining staff replacements;

7.6.6. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience; and

7.6.7. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

7.7. Service Delivery Verification

The following are the performance measure reporting requirements for each service identified in Section 1.

1) Eligibility:

a) The number of applications for home delivered meals and the number of requests for congregate meals and transportation and

i) The number and percent of applicants found eligible for each service; and

ii) The number and percent of applicants found ineligible for each service.

The contractor will indicate the reasons applicants were found ineligible and what quality improvement activity(ies) is/are to be initiated to address concerns about eligibility.

2) Quality and Appropriateness:

a) Plans of Care: For home delivered meals the number and percent of individuals' plans of care contain evidence of person-centered planning

i) The number and percent of individuals who have experienced a safety-related incident or accident which occurs during times of face-to-face contact with the client(s); The number and percent of individuals for whom a report to Adult Protective Services was made.

b) Experience: The number and percent of individuals surveyed (via telephone, mail, e-mail, or face-to-face) who report their experiences with their services and providers have been satisfactory or better.

c) The contractor will indicate the reasons why:

i) For home delivered meals, applicants' plans of care did not include evidence of person-centered planning;

ii) Applicants experienced safety-related incidents which occurs during times of face-to-face contact with the client(s); Applicants were referred to Adult Protective Services; and

iii) The number and percent of individuals surveyed who reported their experiences with their services and providers were not satisfactory or better.

d) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about the quality and appropriateness of care.

3) The Contractor must survey a sample of participants for each contracted service and provide their survey methodology, in writing, to BEAS.

4) Service Delivery

a) The number of open cases at the end of each reporting period, and

i) The number and percent of days individuals did not receive a planned service(s) due to the service(s) not being available due to inadequate staffing or other related provider issue or due to lack of transportation, etc.

b) The Contractor will indicate the reasons applicants did not receive their planned services.
c) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about service delivery.

7.8. Reporting Requirements:

Contractors shall complete quarterly reports which will be a pre-defined electronic form supplied by DHHS. The report must be submitted by the 15th of the month following the quarter end. The data will include, but not be limited to the following:

- Expenses by program service provided. Service is defined as Home Delivered Meals, Congregate Meals & Transportation;
- Revenue, by program service provided, by funding source;
- Actual Units served, by program service provided, by funding source;
- Number of unduplicated clients served, by service provided, by funding source;
- Number of Title III and Title XX clients served with non-BEAS funds;
- Unmet need/waiting list; and,
- Lengths of time clients are on a waiting list.

In addition, the Contractor shall complete the Home-Delivered Data Form and the Transportation Data Form two (2) times per year. These forms will be due January 31, 2015 and July 31, 2015. The form will be a pre-defined electronic form supplied by DHHS. The data will include, but not be limited to the following:

For home-delivered meals:

- the number of meals served by client and by town;
- the number of meals served in the aggregate;
- the number of miles related to the delivery of meals in the aggregate.

For transportation:

- the number of clients served by town and in the aggregate;
- the number of miles in the aggregate;
- the nature of the transportation. Nature is defined as Medical appointment, shopping, etc...;
- the occupancy rate per vehicle.

7.9. Client Fees and Donations

7.9.1. Title III Services

Except as provided in paragraph 7.9.3, the NH Administrative Rule He-E 502.12 allows Title III contractors to ask individuals receiving services for a voluntary donation towards the cost of the service and provides guidance for requesting donations. The donation is to be purely voluntary, and no one can be refused services if they are unable or unwilling to donate.

The Contractor is required to report the total amount of collected donations on the quarterly report sent to BEAS Finance.

7.9.2. Title XX Services

The Contractor may charge fees to individuals receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to individuals seeking services. The Contractor shall comply with the New Hampshire Administrative Rule He-E 501 when establishing and charging fees to individuals. In addition, the Contractor is required to report on the total amount of fees/income received for Title XX Services on the quarterly report sent to BEAS Finance.

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7.9.2.1. The Contractor providing Title XX services may charge fees to clients referred by APS staff for whom reports of abuse, neglect, self-neglect and/or exploitation have not been founded. The Contractor is required to include the total amount of fees/income received for Title XX services, referred by APS staff, with the total amount of fees/income reported for Title XX Services, listed above, on the quarterly report sent to BEAS Finance.

7.9.3. Adult Protective Services

Under RSA 161-F: 42 et seq. BEAS provides protective services to incapacitated adults to prevent neglect, abuse or exploitation. When BEAS determines that an individual needs protective services as described in the Adult Protection Program NH Administrative Rules (He-E 700), the Contractor agrees that the payment received from BEAS for the specified services is payment in full for those services, and the provider agrees to refrain from making any attempt to secure additional reimbursement of any type from the individual for those services. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons in need of protective services.

7.9.3.2. Agencies providing Title III and/or Title XX services may not charge fees or ask donations from clients referred by the DHHS Adult Protective Services (APS) Program as long as these individuals remain active recipients of adult protective services as verified by Adult Protective Services staff.

7.10. Adult Protective Services

The Contractor will report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law.
The Contractor shall make a good faith effort to assure the provision of some level of services to those persons who the Department refers to the contracted agency and identifies the client in in need of protective services.
The Contractor shall follow the plan of care established by the APS social worker.
The contractor is expected to inform the referring APS staff of any changes in the individual's situation or other concerns, and the APS staffs are expected to inform the contractor of any information that may affect service provision.

7.11. E-Studio Electronic Information System

The Contractor shall be required to use BEAS' E-Studio electronic information system. E-Studio is BEAS' primary vehicle for uploading important information concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information. Contractor shall identify all of the key personnel who need to have E-Studio accounts to ensure that information from BEAS can be shared with the necessary agency staff. There is no cost to the contractor for BEAS to create an E-Studio account and no limit on the number of staff an agency identifies to have access to E-Studio. Contractor shall ensure that their E-Studio account(s) are kept current and that BEAS is notified when a staff member is no longer working in the program so his/her account can be terminated.

7.12. Criminal Background and Adult Protective Service Registry Checks

The contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services are required to complete a BEAS State Registry check before the staff member or volunteer begins providing services. In addition, all agency staff must undergo a NH Criminal Records Background check.

7.12.1. Contractor shall conduct a New Hampshire criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact.

7.12.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49, which require the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry.

7.13. Grievance and Appeals

The Contractor must maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and staff. The Contractor shall have grievance system in place that includes a grievance process and any grievances filed are to be available to DHHS upon request. At a minimum the process shall include the following:

a) Client name,
b) type of service,
c) date of written grievance,
d) nature/subject of the grievance,
e) who in the agency reconsiders agency decisions,
f) what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.

7.14. Privacy and Security of Client Information

DHHS is the designated owner of all data and shall approve all access to that data. The Contractor shall not have ownership of State data at any time. The Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law. Privacy policy statements may be developed and amended from time to time by the State and will be appropriately displayed on the State portal. The Contractor shall provide sufficient security to protect the State and DHHS data in network, transit, storage and cache. In the event of breach, the contractor shall notify the Department within one day from the date of breach.

7.15. Culturally and Linguistically Appropriate Standards of Care

The Contractor shall ensure equal access to quality services under this contract by providing culturally and linguistically appropriate services according to the following guidelines:

- Assess the ethnic/cultural needs, resources and assets of their community.
- Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment or to those with disabilities.
- When feasible and appropriate, provide clients of minimal English skills with interpretation services.
- Offer clients a forum through which they have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may require a response.
- When feasible and appropriate, identify communication access needs for clients who may be deaf or hard of hearing, and/or have vision or speech impairment and develop an individual communication plan for clients to receive services.

7.16. Wait Lists

7.16.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. The contract agency shall maintain a wait list in accordance with NH Administrative Rules He-E 501 and 502 when funding or resources are not available to provide the requested services. A wait list includes at a minimum:

a) Each contract agency shall include the following information on its wait list:
   i) The individual's full name and date of birth;
   ii) The name of the service being requested;
   iii) The date upon which the individual applied for services which shall be the date the application was receive by the contract agency or BEAS;
   iv) The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
   v) The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services;
   vi) The individual's assigned priority on the wait list, determined in accordance with (b) below;
   vii) A brief description of the individual's circumstances and the services he or she needs.
b) The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
   i) Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
   ii) Declining mental or physical health of the caregiver;
   iii) Declining mental or physical health of the individual;
   iv) Individual has no respite services while living with a caregiver; and
   v) Length of time on the wait list.
   vi) When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.
   vii) Individuals who are being served under protective services RSA 161-F: 42-57 shall be given priority status on the waitlist and in accordance with He-E 501.14 (f) and He-E 502.13.
   viii) Individuals with adult protective needs in accordance with RSA 161-F: 42-57 shall be exempt from the wait list.
c) When an individual is placed on the wait list, the contract agency shall notify the individual in writing
d) The wait list must be maintained during the contract period and available to BEAS upon request.

7.17. Notice of Failure to meet Service Obligations

1) In the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date, the Contractor shall give at least a ninety (90) day prior written notice addressed to the Bureau Director, Bureau of Elderly and Adult Services, of such in ability to meet service obligations.
2) Examples of failure to meet service obligations may include, but are not limited to:
   a) Reducing hours of operation
   b) Changing a geographic service area
   c) Closing or opening a site
3) The written notification shall include the following:
   a) The reasons for the inability to deliver services;
   b) How service recipients and the community will be impacted if the contractor is unable to provide services
   c) How service recipients and the community will be notified; and
   d) The Contractor's plan to transition clients into other services or refer the clients to other agencies.
4) The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:
   a) Service(s) are terminated or planned to be terminated prior to the termination date of the contract;

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b) The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State;
c) The Contractor terminates a services or services for any reason;
d) The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

7.18. Transition Process

The Contractor shall have a transition process for clients in the event that they maybe transitioned between DHHS contracted providers and shall submit their written transition process to DHHS within thirty days of approval of the Contract Agreement. The process shall ensure

a) Uninterrupted delivery of services for clients;
b) A method of notifying clients and/or the community about the transition. A staff member shall be available to address questions about the transition.

7.19. Compliance with Laws and Regulations

Services and Administration of the program services shall be provided in accordance with the applicable federal and state laws, Title III and Title XX rules, policies and regulations adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.

7.20. Contract Monitoring

The Contractor shall:

7.20.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.

7.20.2. Ensure the Department is provided with access that includes but is not limited to:

a) Data
b) Financial records
c) Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
d) Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
e) Scheduled phone access to Contractor principals and staff
f) Timely unscheduled phone response by Contractor principals and staff.

7.21. Financial Integrity Maintenance

7.21.1. Financial Reporting Requirements: In addition to the requirement for Contractor to provide annual audited financial statements, the Contractor agrees to provide quarterly to the State, interim Balance Sheet and Profit and Loss Statements for the Contractor to including separate statements for related parties. All statements must be certified by an officer of the reporting entity.

7.21.2. Corrective Action and or Termination: If after review of the contractor submitted information, and based on the following risk assessment, the State at its sole discretion, the State may:

1. Require a corrective action plan for identified deficiencies, or
2. Terminate the contract for reasons of risk to continued operation, services, or deliverables as required by the terms of the contract.

7.21.3. Absence of Risk Conditional Termination: This section does not negate any rights the State may have relative to the contract.

7.21.4. Risk Assessment Process:

The State will analyze the financial information provided by Contractor. Such analysis will include calculation of the ratios set forth in Table A. The weighted average of the ratios is used to calculate a risk score as follows:

- Low Risk 70% and Above
- Moderate Risk From 26% to 69%
- High Risk 25% and Below

7.21.5. Weighted Average: The process for the scoring is

1. Calculate the individual ratio for the Contractor
2. Divide Contractor ratio by the benchmark to determine percentage above or below benchmark
3. Multiply Contractor percentage by "Percentage Weight of Risk Score"
4. Add the scores for the ratios as determined for each ratio in Steps 1 to 3.

7.21.6. The State will provide, upon request, the Risk calculations for the Contractor.

Table A - Risk Analysis Assessment Ratios Matrix

Category	*Name of Ratio*	*Description*	*How it is Calculated*	*What the Ratio Measures*	*Benchmark*	*Percentage of Total Risk Assessment*
Liquidity	Current Ratio	This ratio compares the Current Assets with the Current Liabilities.	CURRENT ASSETS / CURRENT LIABILITIES	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a ratio, and represents 15% of the total risk assessment value.	1.0:1	10.0%
Liquidity	Days Expense in Working Capital	This ratio calculates the number of day's expense that the working capital can support.	(CURRENT ASSETS - CURRENT LIAB) / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed in "number of days" and represents 15% of the total risk assessment value.	30	10.0%

Contractors Initials: MB
Date: 5/15/14

Table A - Risk Analysis Assessment Ratios Matrix						
Category	*Name of Ratio*	*Description*	*How it is Calculated*	*What the Ratio Measures*	*Benchmark*	*Percentage of Total Risk Assessment*
Liquidity	Days of Revenue In Accounts Receivable	This ratio calculates the number of days of revenue that are in accounts receivable.	(ACCOUNTS RECEIVABLE) / (REVENUE/365)	This ratio measures the performance of the accounts receivable function and the timeliness of revenue collection. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in days.	30	10.0%
Operating Results	Return on Equity	This ratio is a representation of the increase or decrease in net assets from the prior year.	INCREASE IN NET ASSETS / NET ASSETS	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Operating Results	Operation Income to Revenue	This ratio compares the current year's operating income with the current year's revenue.	OPERATING INCOME / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	3%	10.0%

Contractors Initials: MB
Date: 5/13/14

Table A - Risk Analysis Assessment Ratios Matrix						
Category	***Name of Ratio***	***Description***	***How it is Calculated***	***What the Ratio Measures***	***Benchmark***	***Percentage of Total Risk Assessment***
Operating Results	Cash Flow % of Revenue	This ratio calculates the company's cash flow as a percentage of revenue.	(INCREASE IN NET ASSETS + DEPRECIATION) / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	2%	10.0%
Leverage	Debt to Equity	This ratio compares total debt to equity.	(TOTAL ASSETS - NET ASSETS)/NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a ratio and represents 5% of the total risk assessment value.	0.7:1	5.0%
Leverage	Long Term Debt to Equity	This ratio compares long term debt to equity.	LONG TERM DEBT / NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 5% of the total risk assessment value.	100%	5.0%
Leverage	Debt Ratio	This ratio compares total debt to total assets.	(TOTAL ASSETS - NET ASSETS)/TOTAL ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk	50%	10.0%

Table A - Risk Analysis Assessment Ratios Matrix						
Category	*Name of Ratio*	*Description*	*How It Is Calculated*	*What the Ratio Measures*	*Benchmark*	*Percentage of Total Risk Assessment*
				assessment value.		
Reserves	Cash Flow to Total Debt	This ratio compares cash flow to total debt.	(OP. SURPLUS + DEPRECIATION) / (TOTAL ASSETS - NET ASSETS)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Reserves	Days Expense in Available Net Assets	This ratio calculates the number of day's expense that the net assets of the company can support.	NET ASSETS / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in "number of days" and this represents 10% of the total risk assessment value.	90	10.0%
						100.0%

7.22. **Agreement Elements**

The Agreement between the parties shall consist of the following: General Provisions (P-37), Exhibit A Scope of Services, Exhibit A-1 Geographic Area, Exhibit A-2 Congregate Meal Sites, Exhibit B Method and Conditions Precedent to Payment, Exhibits B-1, B-2 and B-3, Exhibit C Special Provisions, Exhibit C-1 Additional Special Provisions, Exhibit D Certification Regarding Drug-Free Workplace, Exhibit E Certification Regarding Lobbying, Exhibit F Certification Regarding Debarment, Suspension and Other Responsibility Matters, Exhibit G Certification Regarding the American's With Disabilities Act Compliance, Exhibit H Certification Regarding Environmental Tobacco Smoke, Exhibit I Health Insurance Portability and Accountability Act Business Associate Agreement, Exhibit J Certification Regarding The Federal Funding Accountability and Transparency Act Compliance. In the event of any conflict or contradiction between or among the Agreement documents, the documents shall control in the above order of precedence.

Exhibit A-1

July 1, 2014 thru June 30, 2015

RFP # 14-DHHS-DCBCS-BEAS-05 **GEOGRAPHIC AREA FORM**

Bidder's name: St. Joseph Community Services

Name of Service	County/Counties	Towns/Cities where Services will be offered
Home Delivered Meals Title XX and Title III	Hillsborough	Amherst
Congregate Meals Title III		Antrim
		Bedford
		Bennington
		Brookline
		Deering
		Francestown
		Goffstown
		Greenfield
		Greenville
		Hancock
		Hillsborough
		Hollis
		Hudson
		Litchfield
		Lyndeboro
		Manchester
		Mason
		Merrimack
		Milford
		Mont Vernon
		Nashua
		New Boston
		New Ipswich
		Old Dunstable
		Pelham
		Peterborough
		Sharon
		Temple
		Weare
		Wilton
		Windsor
Transportation Title III B	Hillsborough	Amherst
		Milford
		Hillsborough
		Deering

Contractors Initials: MB

Date: 5/15/14

Exhibit A-1

July 1, 2014 thru June 30, 2015

		Francestown
		Bennington
		Manchester
		Merrimack
		Greenville

Contractors Initials: MB
Date: 5/19/14

Exhibit A-2
July 1, 2014 thru June 30, 2015

RFP # 14 -DHHS-DCBCS-BEAS-05
Bidder's name: St. Joseph Community Services

CONGREGATE SITE INFORMATION

Site Name	Location	Dining Hours	Days of Week (name days)	Average Number of Meals Expected to Serve per Day	Date of Most Recent Inspections	
					Fire	Health
Goffstown	12 Reed St. Goffstown	8:30-2:30	M,T,W,TH.Fr	16	10/28/2013	9/3/2013
Amherst Milford	3 Perkins St. Milford	8:00-2:00	M,T,W,TH.Fr	12	3/14/2014	1/2/2014
William B. Cashin Center	151 Douglas St. Manchester	8:00-2:00	M,T,W,TH.Fr	18	2/1/2014	11/30/2013
Carpenter Center	323 Franklin St. Milford	8:30-2:30	M,T,W,TH.Fr	28	2/1/2014	6/30/2013
Pelham Senior Center	8 Nashua Rd. Pelham	9:00 -1:00	T,W,TH,F	24	6/5/2013	7/18/2013
Senior Activity Center	70 Temple St.Nashua	8:30-2:30	M,T,W,TH.Fr	48	9/30/2013	1/10/2013
Hillsborough Nutrition Program	30 Main St. Hillsborough	8:30-2:30	M,T,W,TH.Fr	7	9/20/2013	11/12/2013
John O'Leary Community Center	4 Church Street Merrimack	8:15-1:15	M,T,W,TH.Fr	15	5/6/2014	9/28/2013
Greenville Nutrition Program	56 Main St. Greenville	8:30-2:30	M,T,W,TH.Fr	16	1/16/2014	4/13/2014
Hudson Senior Center	Lions Ave. Hudson	9:00-1:00	W-Th	20	4/10/2014	1/19/2014
Antrim Village Apartments	5 Aiken St. Antrim	11:45-12:45	M,T,W,TH.Fr	5	3/19/2014	NA Satellite
Antrim Community Center	73 Main Street Antrim	11:45-12:45	M,T,W,TH.Fr	7	03/0/2014	NA Satellite
Burns Apartments	55 S. Main St.Manchester	11:30-12:30	M,T,W,TH.Fr	13	2/1/2014	NA Satellite
Gallen Apartments	200 Hanover St. Manchester	11:30-12:30	M,T,W,TH.Fr	9	12/1/2014	NA Satellite
Kalivas Apartments	175 Chestnut St. Manchester	11:30-12:30	M,T,W,TH.Fr	12	1/1/2013*	NA Satellite
O'Malley Apartments	259 Chestnut St. Manchester	11:30-12:30	M,T,W,TH.Fr	8	1/1/2013*	NA Satellite
Pariseau Building	55 Amory St. Manchester	11:30-12:30	M,T,W,TH.Fr	10	2/1/2014	NA Satellite
Hollis Senior Center	28 Depot Rd. Hollis	12:00-1:00	Th (Sept/June)	22	5/20/2013	NA Satellite
Mission Point Day Away Program	200 Lowell Rd. Hudson	12:00-1:00	W	4	2/24/2014	NA Satellite
St. John Nuemann Day Away	706 Milford Ave. Merrimack	12:00-1:00	Th	5	6/8/2013	8/28/2013
Peterborough @Bond Wellness Center	452 Old Street Rd. Peterborough	11:30-12:30	W	13	1/14/2014	NA Satellite
Sullivan Terrace South	57 Tyler Street Nashua	11:30-12:20	M,T,W,TH.Fr	20	Permanent	NA Satellite

* Fire department will no longer issue as room capacity is below 50.

MB
5/19/14

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions (P-37) of this Agreement for the services provided by the Contractor pursuant to Exhibit A, Scope of Services and for the period beginning July 1, 2014 or the date of G&C approval, whichever is later. The completion date of this contract shall be June 30, 2015, block 1.7 of the P-37.

2. Service(s) provided in this Agreement: The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A, Paragraph 5. The following terms and conditions detailed below in this Exhibit B shall apply to all services unless expressly stated otherwise.

3. Payment for contracted services will be made up to the total maximum allowable funding identified in Column D of Exhibits B-1 and B-3, and Column C of Exhibit B-2 and based on the following reimbursement rates:

   3.1. $4.85 per home delivered meal
   3.2. $5.50 per congregate meal
   3.3. $8.75 per person per day for Transportation Services
   3.4. .30 cents per mile

4. The General provisions (P-37) Section 1.6 Account Numbers for funding under this contract including identification of the funding source (name of Grantor and Catalog of Federal Domestic Assistance (CFDA) number) are as follows:

Service	Funding Name	Funding Source	CFDA #	State of NH Account Number
Transportation	Special Programs for the Aging- Title IIIB	ACL	93.044	05-95-48-481010-78720000-512-500352
Nutrition Services	Special Programs for the Aging- Title IIIC	ACL	93.045	05-95-48-481010-78720000-541-500383
Nutrition Services: Home Delivered Meals	Social Services Block Grant- Title XX	U.S. Dept of Health & Human Services	93.667	05-95-48-481010-92550000-544-500386

5. Notwithstanding paragraph 18 of the P-37, an amendment limited to the terms of Exhibit B-1, B-2, and B-3 to transfer the amount of units from one service to another can be made by written agreement of both parties and may be made without obtaining approval of Govemor and Executive Council.

6. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT).

7. The DHHS may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in

accordance with the requirements and scope of services in Exhibit A; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.

8. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of required reports, or Contractor Site Review Reports, the State may review all units served to clients and number of miles per client incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any units served to clients and number of miles per client incurred that are not determined to be allowable or are determined to be served to ineligible clients and shall, by written notice specifying the disallowed costs, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs.

9. Form Submission:
Prior to submittal of an invoice for the following Title III funded services: Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

Prior to submittal of an invoice for Title XX Meals the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.

10. Invoice Submission:

10.1. Meals

Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual meals served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual meals served during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.

10.1.1. Meals Mileage

Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Contract Service Authorization Form (#3502) and Meal and Mileage Invoices shall be sent to:
NH Department of Health and Human Services
Data Management Unit
129 Pleasant St, P.O. Box 2000
Concord, NH 03301

10.2. Title III Transportation:
The Contractor shall complete and submit a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served (unit being per client, per day) during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit. In addition, the Contractor shall complete a monthly transportation form. The form will be a predefined electronic form supplied by DHHS.

10.2.1. Title III Transportation Mileage
The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title III Transportation and Mileage invoices and the monthly transportation form shall be submitted to:
Financial Management
DHHS Bureau of Elderly and Adult Services
129 Pleasant St, Brown Building
Concord NH 03301

10.3. Contractor will have forty-five (45) days from the end of the contract period to submit final invoices to the Department for payment. Any adjustments made to a prior invoice, during these forty-five (45) days, will need to be accompanied by supporting documentation.

10.4. The DHHS will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.

10.5. The Contractor shall submit to DHHS the subcontractor's budget for review and approval. The Contractor shall submit to DHHS copies of their subcontractor's invoices for actual units served to clients and number of miles per client that support the requests for reimbursement, upon DHHS request.

Exhibit B-1
Home Delivered Meals
July 1. 2014 through June 30, 2015

ST JOSEPH COMMUNITY SERVICES			
Col. A	Col. B	Col. C	Col. D
Funding	Projected Number of Home Delivered Meals	Projected Number of Miles	Total Maximum Amount Allowed by Funding
Title III C2	180,000	161,956	$ 921,586.80
Title XX	68,000	61,289	$ 348,186.70

Contractors Initials: MB
Date: 5/19/14

Exhibit B-2
Congregate Meals
July 1, 2014 through June 30, 2015

ST Joseph Community Services		
Col. A	Col. B	Col. C
Funding	Projected Number of Congregate Meals	Total Maximum Amount Allowed by Funding
Title III C1	67,000	$ 368,500.00

Contractors Initials: JMB
Date: 5/15/14

Exhibit B-3
Transportation Services
July 1, 2014 through June 30, 2015

ST JOSEPH COMMUNITY SERVICES			
Col. A	Col. B	Col. C	Col. D
Funding	Projected Number of Clients	Projected Number of Miles	Total Maximum Amount Allowed by Funding
Title III B	5,200	15,000	$ 50,000.00

Contractors Initials: MB
Date: 5/19/14

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation: In** addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party fundors for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party fundors, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to

subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function

16.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate

16.3. Monitor the subcontractor's performance on an ongoing basis

16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

16.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
   4. CONDITIONAL NATURE OF AGREEMENT.
   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. **Contract Extension:** The Department reserves the right to extend the completion date of the contract for up to two years to be exercised by mutual agreements by the parties, upon availability of funding, acceptable performance of the Statement of Work, and subsequent approval by the Governor and Executive Council.

4. **CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS:**
   4.1 This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L.112–239) and FAR 3.908.

Contractors Initials: MB
Date: 5/19/14

4.2 The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

4.3 The Contractor shall insert the substance of this clause, including this paragraph (4.3), in all subcontracts over the simplified acquisition threshold.

5. Subparagraph 14.1.1 of the General Provisions of this contract is deleted and the following subparagraph is added:

14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $1,000,000 per occurrence and excess/umbrella liability coverage in the amount of $1,000,000 per occurrence; and

Contractors Initials: MB
Date: 5/19/14

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name: St Joseph Community Services, Inc.

5/19/14
Date

Meghan Brady
Name: Meghan Brady
Title: President

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor Name: St Joseph Community Services Inc.

5/19/14
Date

Meghan Brady
Name: Meghan Brady
Title: President

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: St Joseph Community Services, Inc.

5/19/14
Date

Meghan Brady
Name: Meghan Brady
Title: President

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Contractor Name: St. Joseph Community Services, Inc

5/19/14
Date

Name: Meghan Brady
Title: President

State of New Hampshire
Department of Health and Human Services
Amendment #3 to the Nutrition and Transportation Contract

This third Amendment to the Nutrition and Transportation contract (hereinafter referred to as "Amendment #3") dated May 9, 2016, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Strafford Nutrition/Meals on Wheels (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 25 Bartlett Avenue, Suite A, Somersworth, NH, 03878.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 18, 2014 (Item #109) (hereinafter referred to as the "Contract"), and amended by an agreement (Amendment #1) approved on June 10, 2015 (Item #21) by Governor and Executive Council, and (Amendment #2) approved on June 22, 2015 by the Attorney General, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Department and the Contractor agree: 1) to change the per mile rate; 2) to transfer funding from Title III Congregate meals to Title III Home Delivered Meals; and 3) increase the amount of funding for Title XX Home Delivered meals; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #3, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.

2. Amend General Provisions (Form P-37), Block 1.8, Price Limitation, to read: $983,152.80.

3. Replace Exhibit B Amendment #1, Section 3 as follows:

    3. The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A Amendment #1, Paragraph 5, according to the following reimbursement rates:

Reimbursement Rates	Unit Types
$4.85	Per Home Delivered Meal
$5.50	Per Congregate Meal
$.54	Per mile

Contractor Initials: SG
Date: 5/11/16

4. Replace Exhibit B-3 Title III C-1 Congregate Meals 7/1/15 – 6/30/16 and 7/1/16 – 9/30/16 Total Maximum Allowed by Funding Source with $55,940.50 and $14,520.00, respectively.
5. Replace Exhibit B-3 Title III C-2 Home Delivered Meals 7/1/15 – 6/30/16 and 7/1/16 – 9/30/16 Total Maximum Allowed by Funding Source with $258,474.80 and $64,082.45, respectively.
6. Replace Exhibit B-3 Title XX Home Delivered Meals 7/1/15 – 6/30/16 Total Maximum Allowed by Funding Source with $127,931.00.

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/24/16
Date

Marilyn Nixon
NAME
TITLE

Strafford Nutrition/Meals on Wheels

5/13/16
Date

Steve Hoff Chair
NAME
TITLE

Acknowledgement:
State of NH, County of Strafford on May 13, 2016, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Deborah I. Evans

DEBORAH I. EVANS
Notary Public - New Hampshire
My Commission Expires September 18, 2018

Name and Title of Notary or Justice of the Peace

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

05/31/16
Date

Name: Megan A. Yost
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

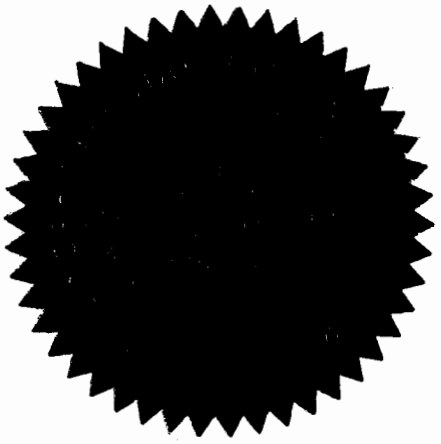
Date

Name:
Title:

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that STRAFFORD NUTRITION/MEALS ON WHEELS is a New Hampshire nonprofit corporation formed March 29, 2004. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 25th day of April A.D. 2016

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Julie Brown, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Strafford Nutrition & Meals on Wheels.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on November 9, 2012
(Date)

RESOLVED: That the Board Chair
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 13 day of May, 2016.
(Date Contract Signed)

4. Steve Goff is the duly elected Board Chair
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Julie Brown
(Signature of the Elected Officer)

STATE OF New Hampshire

County of Strafford

The forgoing instrument was acknowledged before me this 13 day of May, 2016,

By Julie Brown.
(Name of Elected Officer of the Agency)

Deborah I. Evans
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: DEBORAH I. EVANS
Notary Public - New Hampshire
My Commission Expires September 18, 2018

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/24/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Lisa Lee
Avery Insurance 21 South Main Street PO Box 1510 Wolfeboro NH 03894-1510	PHONE (A/C, No, Ext): (603)569-2515 FAX (A/C, No): (603)569-4266 E-MAIL ADDRESS: lisal@averyinsurance.net
	INSURER(S) AFFORDING COVERAGE / NAIC #
	INSURER A: Hanover Insurance 22292
INSURED	INSURER B: Liberty Mutual Residual WC
Strafford Nutrition, DBA: DBA Meals on Wheels 25 Bartlett Ave Ste A Somersworth NH 03878	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** CL15122405260 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		ZHV A504875 01	12/16/2015	12/16/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Professional Liability	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 3,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	X UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			UHVA504901	12/16/2015	12/16/2016	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		3a: NH WC5318608167-014	12/16/2015	12/16/2016	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage as per terms and conditions of policy.

CERTIFICATE HOLDER

State of New Hampshire
Dept of Health and Human Services
129 Pleasant St
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Thomas O'Dowd/LISA

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Strafford Nutrition Meals on Wheels

Mission Statement

Our mission is to promote the well being of the elderly and disabled adult citizen by providing services to foster independence in their own home which will allow choice and prevent or delay institutionalization; also to promote physical and emotional health and protect their quality of life, from abuse, self neglect, and exploitation; and to respond to social and economic needs of the disabled and/or elderly by providing affordable hot and nutritionally sound meals home delivered and at meal sites as well as provide a daily check; to offer education on nutrition and to provide a nutritional assessment to maintain or improve health and slow down the advancement of many chronic diseases; and provide a less costly alternative to institutional care for our elderly and disabled adults.

Strafford Nutrition & Meals on Wheels

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ROY &
ASSOCIATES
CERTIFIED PUBLIC ACCOUNTANTS

Adrien J. Roy, Jr., CPA, CGMA
Jason T. Roy, CPA, CGMA
Jennifer D. Robinson, CPA
Matthew J. Ceban, CPA

Independent Auditors' Report

Board of Directors
Strafford Nutrition & Meals on Wheels
25 Bartlett Ave. Suite A
Somersworth, NH 03878

We have audited the accompanying financial statements of Strafford Nutrition & Meals on Wheels (a nonprofit organization), which are comprised of the statements of financial position as of June 30, 2015, and the related statements of activities and cash flows for the year then ended, and the related notes to the financial statements. The financial statements of Strafford Nutrition & Meals on Wheels as of June 30, 2014 were compiled by us whose report dated October 7, 2014 expressed no assurance on those statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's

preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Strafford Nutrition & Meals on Wheels, as of June 30, 2015 and the changes in financial position and cash flows thereof, for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Other Matter

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedules of functional expenses on pages 10 - 11 are presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information for the year ended June 30, 2015 has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information for the year ended June 30, 2015 is fairly stated in all material respects in relation to the financial statements as a whole.

Roy & Associates, CPAs, P.A

Bangor, Maine
November 20, 2015

Strafford Nutrition & Meals on Wheels

STATEMENTS OF FINANCIAL POSITION

June 30, 2015 and 2014

	2015 (Audited)	2014 (Unaudited)
ASSETS		
Current assets:		
Cash		
Unrestricted	$ 113,632	$ 122,821
Total cash	113,632	122,821
Grants receivable	50,882	50,362
Advance to SHA revolving	-	50,000
Prepaid expenses	5,051	-
Other current assets	4,024	-
Total current assets	173,589	223,183
Total assets	173,589	223,183
LIABILITIES AND NET ASSETS		
Current liabilities:		
Accounts payable	18,582	2,364
Other accrued expenses	5,814	13,059
Total current liabilities	24,396	15,423
Noncurrent liabilities:		
Other post employment benefits (*Leased employees*)	-	76,398
Total noncurrent liabilities	-	76,398
Total liabilities	24,396	91,821
Net assets:		
Unrestricted	149,193	131,362
Total net assets	149,193	131,362
Total liabilities and net assets	$ 173,589	$ 223,183

The accompanying notes are an integral part of the financial statements.

Strafford Nutrition & Meals on Wheels

STATEMENTS OF ACTIVITIES

For the years ended June 30, 2015 and 2014

	2015 (Audited)	2014 (Unaudited)
Changes in Unrestricted Net Assets		
SUPPORT & REVENUE		
Support:		
Contributions	$ 88,662	$ 83,720
In-kind donations	68,195	70,690
	156,857	154,410
Revenue:		
Grants	624,350	589,211
Other	29,011	4,264
Interest income	229	30
	653,590	593,505
Total support and revenue	810,447	747,915
EXPENSES		
Program services:		
Nutrition services & meal delivery	730,406	631,200
Total program services	730,406	631,200
Support Services:		
Administration	138,608	212,921
Total support services	138,608	212,921
Total expenses	869,014	844,121
SPECIAL ITEM		
Discontinuance of post-employment benefits	76,398	-
Change in net assets	17,831	(96,206)
Net assets - beginning	131,362	227,568
Net assets - ending	$ 149,193	$ 131,362

The accompanying notes are an integral part of the financial statements.

Strafford Nutrition & Meals on Wheels

STATEMENTS OF CASH FLOWS

For the years ended June 30, 2015 and 2014

	2015 (Audited)	2014 (Unaudited)
CASH FLOWS FROM OPERATING ACTIVITIES:		
Increase (decrease) in Net Assets:		
Unrestricted	$ 17,831	$ (96,206)
	17,831	(96,206)
Adjustments to reconcile changes in net assets to net cash provided by operating activities:		
(Increase) / decrease in accounts receivable	(520)	16,439
(Increase) / decrease in advances to SHA revolving	50,000	-
(Increase) / decrease in prepaid expenses	(5,051)	-
(Increase) / decrease in other current assets	(4,024)	-
Increase / (decrease) in accounts payable	16,218	(3,270)
Increase / (decrease) in other accrued expenses	(7,245)	45
Increase / (decrease) in OPEB	(76,398)	20,948
Total adjustments	(27,020)	34,162
Net cash provided (used) by operating activities	(9,189)	(62,044)
Cash at the beginning of period	122,821	184,865
Cash at end of period	$ 113,632	$ 122,821

The accompanying notes are an integral part of the financial statements.

Strafford Nutrition & Meals on Wheels
NOTES TO FINANCIAL STATEMENTS
June 30, 2015 and 2014

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Nature of Activities

Strafford Nutrition & Meals on Wheels (a not-for-profit, IRC 501(c)(3) corporation) is an Organization that exists to provide daily noontime meals to people over 60 years of age in a congregate setting in the communities of Somersworth, Dover, Rochester, and Farmington. The program also provides meals on wheels to elderly and disabled persons in their own homes throughout all of Strafford County. The program provides in excess of 1,400 meals per day.

B. Basis of Accounting

The financial statements have been prepared using the accrual basis of accounting whereby the Organization reports support and revenue when earned and expenses when incurred.

C. Financial Statement Presentation

The financial statements have been prepared in accordance with FASB Accounting Standards Codification ("FASB ASC") No. 958, *"Not-for-Profit Entities – Presentation of Financial Statements."* Under FASB ASC No. 958, the Organization is required to report information regarding its financial position and activities according to the following three classes of net assets:

- Unrestricted net assets - represent expendable resources that are available for operations at management's discretion.
- Temporarily restricted net assets - represent resources restricted by donors as to purpose or by time. As of June 30, 2015 and 2014, the Organization did not have any temporarily restricted net assets.
- Permanently restricted net assets - represent resources whose use by the Organization is limited by donor-imposed stipulations that neither expire by passage of time nor can be fulfilled or otherwise removed by actions of the Organization. As of June 30, 2015 and 2014, the Organization did not have any permanently restricted net assets.

D. Use of Estimates

The process of preparing financial statements in conformity with generally accepted accounting principles requires the use of estimates and assumptions by management regarding certain types of assets, liabilities, revenues, and expenses. Such estimates primarily relate to unsettled transactions and events as of the date of the financial statements. Accordingly, upon settlement, actual results may differ from estimated amounts.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

E. Income Taxes

The Organization is an exempt organization for federal and state income tax purposes under Section 501(c)(3) of the Internal Revenue Code and similar state provisions. The Organization is not classified as a private foundation.

The Organization has adopted the provisions of authoritative guidance regarding accounting for uncertainty in income taxes. The authoritative guidance provides that a tax benefit or liability from an uncertain tax position should be recognized when it is more likely than not that a position will not be sustained upon examination. As of June 30, 2015 and 2014 management has concluded that the Organization had no uncertain income tax provisions.

The Organizations federal informational returns for 2015, 2014 and 2013 are subject to examination by the IRS, generally for three years after they were filed.

F. Property, Plant and Equipment

The Organization's policy is to capitalize significant assets with a useful life greater than one year. Property and equipment is depreciated using the straight-line method. Expenditures for maintenance and repairs are charged against operations. The Organization does not have any assets that meet this criteria.

G. Statement of Cash Flows

The Organization considers all short-term investments with an original maturity of three months or less to be cash equivalents.

H. Advertising

The Organization expenses advertising as incurred. The Organization had no advertising expense for 2015 and 2014.

I. Accounts Receivable

Accounts receivable is derived primarily from funds requested to be reimbursed from government contracts. These requests are for services and are deemed entirely collectible.

J. Donated Goods and Services

The Organization records donated goods and services that meet the criteria for recognition under generally accepted accounting principles (GAAP) at the estimated fair value of such items.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

K. In-Kind Support

The Organization records various types of in-kind support including facilities, services, and materials donated by volunteers and local citizens in carrying out its mission. The amounts reported as in-kind support are reported in accordance with the grant agreements. Certain amounts may not meet the requirements necessary to be recognized under accounting principles generally accepted in the United States of America. Generally accepted accounting principles allow contributed services to be recognized only if the services received create or enhance nonfinancial assets or require specialized skills, provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation.

2. CASH

At June 30, 2015 and 2014 the Organization had no deposits in excess of the FDIC insurance limit of $250,000. At June 30, 2015, the Organization's carrying amount of deposits was $113,532 and $122,821 for 2014.

The Organization utilized Somersworth Housing Authority (SHA) for bill paying services. At June 30, 2015 and 2014 the Organization had $0 and $50,000, respectively, on deposit in SHA's revolving account.

3. DONATED SERVICES

Donated personal services were recorded at a value of $52,195 during 2015 and $54,690 during 2014.

4. FUNCTIONAL ALLOCATION OF EXPENSES

The costs of providing the various programs and activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

5. ECONOMIC DEPENDENCY

Approximately 53% and 52% of revenues were received through the Division of Elderly and Adult Services for 2015 and 2014.

6. EVALUATION OF SUBSEQUENT EVENTS

The Association has evaluated subsequent events through November 20, 2015, the date which the financial statements were available to be issued.

7. SPECIAL ITEM

For fiscal years ended on or before June 30, 2014 the Organization utilized employees of Somersworth Housing Authority (SHA) to operate its programs and reimbursed SHA for the cost of those employees. Employees utilized by the Organization were covered by other post-employment benefits (OPEB) provided by SHA, and the Organization recorded a portion of SHA's obligation that was attributable to such employees a noncurrent liability on the Statement of Net Assets.

As of July 1, 2014 the Organization separated from Somersworth Housing Authority. The Organization's employees no longer receive the benefits of SHA upon retirement, therefore, the $76,398 recorded as the Organization's share of SHA's obligation has been removed from the Statement of Net Assets and shown as a Special Item in the Statement of Activities.

Strafford Nutrition & Meals on Wheels

SCHEDULE OF FUNCTIONAL EXPENSES

For the year ended June 30, 2015

	PROGRAM SERVICES	SUPPORT SERVICES	(Audited)
	Nutrition	Admin	Total
Leased employees	$ 177,497	$ 86,217	$ 263,714
Professional fees	-	10,427	10,427
Fringe benefits	15,875	22,924	38,799
Leases/rental	6,000	-	6,000
Repairs and maintenance	2,570	-	2,570
Supplies	32,110	-	32,110
Food	375,834	-	375,834
Insurance	5,202	3,510	8,712
Travel and entertainment	42,760	767	43,527
Sundries	3,194	14,763	17,957
In Kind	68,195	-	68,195
Events/meetings	1,169	-	1,169
Total expenses	$ 730,406	$ 138,608	$ 869,014

Strafford Nutrition & Meals on Wheels

SCHEDULE OF FUNCTIONAL EXPENSES

For the year ended June 30, 2014

	PROGRAM SERVICES	SUPPORT SERVICES	(Unaudited)
	Nutrition	Admin	Total
Leased employees	$ 155,108	$ 89,404	$ 244,512
Professional fees	-	14,618	14,618
Training	50	-	50
Fringe benefits	13,935	73,759	87,694
Supplies	33,272	-	33,272
Food	314,500	-	314,500
Travel and entertainment	42,565	1,026	43,591
Insurance	-	11,893	11,893
Sundries	1,080	22,221	23,301
In-Kind	70,690	-	70,690
Total expenses	$ 631,200	$ 212,921	$ 844,121

STRAFFORD NUTRITION
MEALS ON WHEELS
BOARD OF DIRECTORS 2015
APPOINTMENTS AND TERMS

Steve Goff CPA	11/9/2012	11/9/2012	Chair	12/12/2016
Julie Brown Former State Representative	11/9/2012	11/9/2012	Vice-Chair	11/9/2015
Gerry Gilbert Profile Bank Insurance	11/9/2012	11/9/2012	Member	11/9/2016
Brian Tapscott City Counselor	11/9/2012	11/9/2012	Temporary Vice-Chair	11/9/2016
Kelly Dowd Director of Home Care Living Innovations	12/12/2014	12/12/2014	Member	12/12//2017
Stacy Price Executive Director Rochester Housing	12/12/2014	12/12/2014	Member	12/12//2017

Emily Sylvain

Experience

2005 To Present — Somersworth Housing — Somersworth, N.H

Assistant Executive Director

Supervise staff in the social service programs.
Write proposals and grants.
Prepare reports for internal and external use.
Operate successful programs within budget restraints.
Assist the Executive Director in implementing policies.

2000 To Present — Somersworth Housing — Somersworth, N.H.

Nutrition Director

- Increased program budget from $387,000 to $466,000.
- Increased number of clients served by 300%.
- Involved in presenting testimony at State hearings.
- Manage 25 employees at satellite locations.
- Developed active communication and partnering strategies with local communities and State agencies.
- Successful grant writing which has generated additional funding.
- Negotiated contracts that have reduced program operation costs.
- Planned and implemented policies and procedures which have increased efficiency.
- Proficient in basic accounting skills.

1985-2000 — Rochester Manor — Rochester, NH

Dietary Manager

- Effectively managed a $750,000 operating budget.
- Responsible for all purchasing decisions.
- Patient charting and collaboration with physicians to create a quality care plan.
- Organized, planned and implemented academic enrichment programs and training courses for staff and patients.
- Maintained a deficiency free survey record for fifteen years
- Responsible for thirty employees, to ensure coverage for two shifts, seven days a week.
- Involved in hiring and firing of employees, worker compensation claims and labor board disputes.

1972-1985 — Rochester Manor — Rochester, N..H.

Dietary Aide/Assistant Manager

- Extensive knowledge of therapeutic diets.

- Designed menus to meet patient needs.
- Responsible for overseeing daily production and staffing.
-

Education

1982-1987 University of N.H. Durham, N.H.

- Food Service Degree.
- Management Degree
- Liberal Arts and Business courses.
-

2003-2006 Granite State College Rochester, N.H.

- Associate Degree in Liberal Arts.
- Seminars and workshops covering work related issues.
- Working towards BA in Business.

Interests

Senior Nutrition Network of N.H.

Strafford Area Advisory Committee On Aging.

Somersworth Chamber

Somersworth Chamber President in 2005.

Northern Strafford County Health & Safety Council.

Laurie Eastwood

Objective To continue working with the elderly and disabled adults

Experience

Assistant Director

Strafford Nutrition Meals on Wheels, Somersworth, NH

February 2010 –Present

- Taking referrals from hospitals, rehab centers, Dr's office, family and friends via phone, fax, and email
- Supervisor of four satellite meal sites and part time employees
- Maintaining program policies, records and reports
- Coordinating fundraisers , creating and maintaining program web site
- Conducting home visits to determine eligibility and or reevaluation of home delivered clients
- Placing food and supply order for each site

Assistant Manager

Strafford Nutrition Meals on Wheels, Somersworth, NH

February 2008 – January 2010

- Assisting manager with driver sheets and client information
- Maintaining site facilities for cleanliness
- Conducting home visits to determine eligibility and or reevaluation of home delivered clients
- Help drivers ready their bags for home delivered clients
- Setting up site for congregate lunch

Office Clerk

Sebastian Septic Service, Milton, NH

January 2007 – November 2007

- Answering customer phone calls and making appointments
- Sending out daily billing to customers
- Maintaining company records
- Set company up with Quickbooks and credit card options for

customers

Unloader/ First Responder
UPS, Chelmsford, MA
April 1996 – November 2001

- Correctly unloading trucks to prevent injury
- Hazmat safety training to be a first responder
- Letting hub know when to pull a truck on or off the docks
- Sorting bulk packages (71lbs to 150lbs) to correct areas in building

Electrical/Shipping/Soldering/Office Clerk
Golden Eagle Coppersmiths, Seabrook, NH
July 1991 – December 2006

- Taking customer orders/handling customer complaints
- Using large die cast machines to create parts for lanterns
- Soldering lantern parts together
- Wiring and glassing lanterns
- Packaging up products to ship out
- Billing customers/crediting accounts
- Making daily deposits

Education

High School Diploma
Coe-Brown Academy, Northwood, NH
1991

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Emily Sylvain	Director of Nutrition	$54,596	90%	$49,136
Laurie Eastwood	Assistant Director	26,325	100%	26,325

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Nutrition and Transportation Contract

This Second Amendment to the Nutrition and Transportation Contract (hereinafter referred to as "Amendment #2") dated June 11, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Strafford Nutrition Meals on Wheels (hereinafter referred to as "the Contractor"), a nonprofit corporation organized under the laws of the State of New Hampshire, with a place of business at 25 Bartlett Ave, Suite A, Somersworth, NH 03878.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 18, 2014 (item #109), and amended by an agreement (Amendment #1 to the Contract) approved by the Governor and Executive Council on June 10, 2015 (Item #21), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 and Exhibit B paragraph #5 of the Agreement, which states that notwithstanding paragraph 18 of the P-37, an amendment limited to Exhibit B-1, B-2, and B-3 to transfer the amount of units from one service to another, can be made by written agreement of both parties and may be made without obtaining approval of G&C; and

WHEREAS, the State and the Contractor agree to transfer units within State Fiscal Year 2015, within the price limitation.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:
This amendment shall be effective upon approval.

1. Except as specifically amended and modified by the terms and conditions in this Amendment #2, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.

2. Delete Exhibit B-1 and replace with Exhibit B-1 Amendment #1.

3. Delete Exhibit B-2 and replace with Exhibit B-2 Amendment #1.

Contractors Initials: SA
Date: 6/14/15

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/16/15
Date

for Diane Langley
Director

Strafford Nutrition Meals on Wheels

6/12/15
Date

NAME
TITLE

Acknowledgement:
State of N.H., County of Strafford on June 12, 2015, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Name and Title of Notary or Justice of the Peace

DEBORAH I. EVANS
Notary Public - New Hampshire
My Commission Expires September 18, 2018

State of New Hampshire
Department of Health and Human Services
Nutrition and Transportation Services

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

4/22/15
Date

Name: Megan A. Kpolu
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Contractors Initials: SG
Date: 4/21/15

Exhibit B-1 Amendment #1
Home Delivered Meals
July 1, 2014 through June 30, 2015

STRAFFORD NUTRITION MEALS ON WHEELS			
Col. A	Col. B	Col. C	Col. D
Funding	Projected Number of Home Delivered Meals	Projected Number of Miles	Total Maximum Amount Allowed by Funding
Title III C2	50,156	46,752	$ 257,282.20
Title XX	22,940	23,240	$ 118,231.00

Contractors Initials: SG
Date: 6/11/15

Exhibit B-2 Amendment #1
Congregate Meals
July 1, 2014 through June 30, 2015

STRAFFORD NUTRITION MEALS ON WHEELS		
Col. A	Col. B	Col. C
Funding	Projected Number of Congregate Meals	Total Maximum Amount Allowed by Funding
Title III C1	10,387	$ 57,128.50

Contractors Initials: SC
Date: 5/13/15

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Nutrition and Transportation Contract

This first Amendment to the Nutrition and Transportation contract (hereinafter referred to as "Amendment #1") dated April 13, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Strafford Nutrition Meals on Wheels (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 23 Bartlett Avenue, Suite A, Somersworth, NH, 03878.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 18, 2014 (Item #109) (hereinafter referred to as the "Contract"), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37) and Exhibit C-1 Paragraph 3, the Department reserves the right to extend the completion date of the contract for up to two years to be exercised by mutual agreements by the parties, upon availability of funding, and acceptable performance of the Statement of Work, the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Department and the Contractor agree to extend the completion date by fifteen months, and to increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #1, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.

2. Amend General Provisions (Form P-37), Block 1.4, Contractor Address, to read:
   25 Bartlett Avenue, Suite A
   Somersworth, NH 03878

3. Amend General Provisions (Form P-37), Block 1.7, Completion Date, by extending the date to September 30, 2016.

4. Amend General Provisions (Form P-37), Block 1.8, Price Limitation, to read: $973,452.80.

5. Amend General Provisions (Form P-37), Block 1.9, Contracting Officer for State Agency to read: Eric Borrin, Director of Contracts and Procurement.

6. Amend General Provisions (Form P-37), Block 1.10, to read: (603) 271-9558.

7. Delete in its entirety Exhibit A, Scope of Services and replace with Exhibit A Amendment #1, Scope of Services.

8. Amend Exhibit A-1 Geographic Area Form by extending the date to September 30, 2016.

Contractor Initials: SG
Date: 5/8/15

9. Delete in its entirety Exhibit A-2 Congregate Site Information.

10. Delete in its entirety Exhibit B, Method and Conditions Precedent to Payment and replace with Exhibit B Amendment #1, Method and Conditions Precedent to Payment.

11. Add Exhibit B-3

12. Delete in its entirety Standard Exhibit C, Special Provisions and replace with Exhibit C, Special Provisions.

13. Delete in its entirety, Exhibit C-1 Revisions to General Provisions, Section 4.

14. Delete in its entirety, Standard Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.

Contractor Initials: SL
Date: 5/11/15

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

5/5/15
Date

State of New Hampshire
Department of Health and Human Services

Diane Langley
Director

Strafford Nutrition Meals on Wheels

5/1/15
Date

Steve Goff Chair
NAME Steve Goff
TITLE Board Chair

Acknowledgement:
State of N.H., County of Strafford on May 1, 2015, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Deborah T. Evans
Name and Title of Notary or Justice of the Peace
DEBORAH T. EVANS
Notary Public - New Hampshire
My Commission Expires September 18, 2018

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/22/15
Date

Name: Megan A. Hall
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

Scope of Services

1. Purpose:

The contractor shall provide services in this contract to assist eligible people to live as independently as possible in safety and with dignity.

1.1. The services in this contract are intended for individuals who are not already receiving the same or similar services funded through other programs such as, but not limited to: the Medicaid State Plan, any of the Home and Community Based Care Waivers administered by the Department, the Medicaid Program, or services provided through the Veterans Administration.

2. Contract Period:

The commencement date of this contract shall be effective July 1, 2014 or the date of G& C approval, whichever is later. The completion of this contract shall be September 30, 2016.

3. Population:

Services are for individuals who reside in independent living settings and who meet the eligibility criteria as follows:

3.1. Title III

Individuals who are age 60 and older and with the most economic or social needs as described in:

- Older Americans Act as amended, Section 305,(a)(2)(E) and
- Title III Older Americans Act Services: Title IIB- Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, and Title IIID- Disease Prevention and Health Promotion Services, New Hampshire (NH) Administrative Rule He-E 502.

3.2. Title XX 42 USC §1397 et seq.

Individuals who are age 60 and up or ages 18-59 who a have a chronic illness or disability, and who have maximum monthly income in accordance with, the NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX).

4. Geographic Area to be served:

The Contractor shall provide and ensure delivery of the services listed in Paragraph 5 below to all eligible persons in the towns/cities listed in Geographic Area Exhibit A-1. Nothing in this Agreement shall be construed to limit the ability of the Contractor to provide said services to other eligible persons located in a town/city not listed in Exhibit A-1 when the Department requests the contractor to do so or when the contractor receives approval by the Department.

5. Services Provided in this Agreement

5.1. The Contractor will provide the services denoted by an "x" in 5.3 Services Table below, to the population defined in Paragraph 3 above.

5.2. The Contractor will provide the services denoted by an "x" in 5.3 Services Table below, in accordance with that service's applicable laws, rules, regulations, and terms and conditions in this Agreement.

5.3 Services Table			
	Home Delivered Meals Services	Congregate Meals Services	Transportation Services
Program:			
Title III	x	x	NA
Title XX	x	NA	NA

NA means that service is not applicable to this contract.

Contractors Initials: SG
Date: 5/1/15

6. Service descriptions

6.1. Home-Delivered Meals (funded through Titles III and XX) are delivered to a client at his/her home. A client must be homebound and unable to prepare his/her own meals. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the client including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. Providers Contractors must ensure assure that a visual contact is made with each client in his/her home on each day that meals are delivered as an assurance of the individual's safety, with the exception of meals designated as emergency meals or frozen meals which are delivered to clients in advance of anticipated inclement weather conditions or other adverse conditions.

6.2. Home Delivered Meals funded by Title XX shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX) incorporated by reference into this Agreement.

6.3. Home Delivered Meals funded by Title III shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.

6.4. The Contractor agrees to perform the following: receive inquiries and applications; determine eligibility; notify applicants of eligibility; maintain records for each recipient; train staff and volunteers; monitor and evaluate services; maintain financial records; submit reports as requested to the Bureau of Elderly and Adult Services.

6.5. Congregate Meals (Community Dining) (funded through Title III) are provided in community settings, where individuals travel to a designated site to share a meal with other individuals. Advance registration is not required, and individuals register when arriving at the meal site. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the individual including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. The Contractor shall, within 10 days of the contract effective date submit for Department approval their congregate meal site information.

6.6. Congregate Meals funded by Title III shall be provided according to the rules and policies of the Bureau of Elderly and Adult Services (BEAS), including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older Americans Act of 1965 as amended, incorporated by reference into this Agreement.

6.7. Transportation (funded through Title III) provides transport in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization. Title III Transportation services do not include pleasure excursions that charge individuals a fee for participation.

6.8. Transportation services funded by Title III shall be provided according to the rules and policies of BEAS, including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.

6.9. Transportation providers must be in compliance with all applicable Federal and State Department of Transportation and Department of Safety regulations. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500 and inspected in accordance with NH Administrative Rule Saf-C 3200. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing and NH Administrative Rule Saf-C 1800 Commercial drivers licensing, as applicable.

7. Service Compliance Requirements

7.1. Access to Services

7.1.1. Individuals access the services described in this contract through one of two ways. They may apply directly for services to the contractor or be referred to the contractor by the Adult Protective Services Program as a result of a substantiated report of neglect, abuse, or exploitation.

7.1.1.1. Client directly applies for services: The Contractor shall determine eligibility for these services in accordance with the rules and requirements of the Title III and Title XX Programs. The contractor shall determine the eligibility of the individual; and with the exception of Congregate Meals and Transportation, provide written notice of eligibility within 45 days from the date eligibility was determined, indicate what services are to be provided and their frequency, and indicate the beginning and end dates for individual's period of eligibility.

7.1.1.2. Client referred by Adult Protective Services (APS): The contractor does not take an application, determine or redetermine the client's eligibility or issue notifications. The client's case will be managed by the APS staff. The referral will a protective services plan that the APS worker puts into place to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, or exploitation.

7.2. Client Application/Request for Services

The Contractor shall complete an intake and application for services, in accordance with New Hampshire Administrative Rule He-E 500. Title XX Home-Delivered contractors shall use Form 3000 Application provided by DHHS. Title III Home-Delivered Meals contractors may use Form 3000 or a form of their own that includes the same information as the Form 3000. Congregate meals and transportation do not require an application per se but require participants to sign up for the service as a way to request the service. The Contractor submits these signature lists as verification that the service was provided.

7.3. Client Eligibility

7.3.1. The Contractor shall determine eligibility for services and shall be in compliance with both Title III and Title XX requirements regarding eligibility determination, notice of eligibility and the individual's period of eligibility as applicable.

7.3.2. In order for clients to be eligible to receive home-delivered meals through both Title III and Title XX, the client needs to demonstrate that he or she cannot prepare meals and that the individual is:

7.3.2.1. Homebound; or

7.3.2.2. Temporarily homebound due to recovery from illness or injury.

7.3.2.3. In order for clients to be eligible to receive congregate meals and transportation, they must be age 60 or older. They must sign up for these services prior to

receiving them. A written application is not required. Individuals who are less than 60 years of age may receive congregate meals if they are:

(1) The spouses of individuals who accompany them to the meal site;

(2) Individuals providing volunteer services at the congregate meal site during meal hours;

(3) Individuals with disabilities who reside at home with an individual who is receiving Title III services; and

(4) Individuals with disabilities under the age of 60 who are not older individuals, but who reside in housing facilities occupied by older individuals where congregate meals are provided.

7.3.3. Eligibility determination

The Contractor shall submit its policies and procedures for client eligibility determination for services to DHHS for review and approval, within 30 days of the start of each State Fiscal Year.

For Home Delivered Meals:
The Contractor shall provide a written notice of the eligibility decision, for individuals determined to be eligible to receive services, to the individual as soon as possible, but no later than 45 calendar days from the date of determination. This notice shall include:
1)The services to be provided, and when;
2)The eligibility period; and
3)Contact information for the contractor.

If the client is determined to not be eligible for service(s), the notice shall include:
1)The reason(s) for the denial;
2)A statement regarding the right of the individual or his or her authorized representative to request an informal resolution or appeal of the eligibility determination decision.
3)Contact information for requesting an appeal.

7.3.4. Redetermination of Service Eligibility.

The Contractor shall submit its policies and procedures for client eligibility redetermination for services to DHHS for review and approval, within 30 days of start of each State Fiscal Year.

For Home Delivered Meals:
1)The Contractor shall review the individual's service record annually while services are being provided. The review shall be completed within 30 days prior to the anniversary date on which eligibility began.
2)The Contractor shall make a decision to re-certify or terminate the individual's services based on the requirements contained in Title III and Title XX administrative rules and document the decision by making a notation in the individuals' service record.

7.3.5. Termination of Services.

Services shall be terminated when:
1)The individual or his or her authorized representative requests that the services be terminated;
2)The individual no longer meets the eligibility requirements for services;
3)Funding by the State for the service(s) is no longer available;
4)The individual did not reapply for services as required by program rules;
5)The individual has been admitted to a nursing home or residential care facility; or

6)The individual is deceased.

7.3.6. Service Authorizations for Eligible Clients.
Once the client has been determined eligible to receive home delivered meals and congregate meals services, the contractor shall obtain a service authorization from DHHS in order to be reimbursed from this contract for allowable costs in providing services to that client. Transportation services do not require service authorizations.

7.3.6.1. The Contractor shall submit a completed Form 3502 "Contract Service Authorization-New Authorization" for each client who has been determined eligible to receive home delivered and/or congregate meals services. More than one service may be included on a Form 3502. The completed Form 3502 shall be submitted to:

Bureau of Data Management
129 Pleasant Street
Concord, NH 03301

7.4. Client Assessments

The contractor shall assess the individual's needs and develop written service plans, keep written progress notes; and monitor and adjust service plans to meet the individual's needs in accordance with NH Administrative Rule 500.

7.5. Person centered provision of services

The Contractor agrees to incorporate into its agency's functions, policies, staff-client interactions and in the provision of all services in this Agreement the following Guiding Principles for Person-Centered Planning Philosophy:

7.5.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
- 7.5.1.1. Individual's wishes, values, and beliefs are considered and respected.
- 7.5.1.2. Individual is listened to; needs and concerns are addressed.
- 7.5.1.3. Individual receives the information he/she needs to make informed decisions.

7.5.2. Planning is responsive to the individual. His or her preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.

7.5.3. Services are designed, scheduled, and delivered to best meet the needs and preferences of the individual.

7.5.4. The system is committed to excellence and quality improvement:

7.5.5. Individual rights are affirmed and protected.

7.5.6. Individuals are protected from exploitation, abuse, and neglect.

7.5.7. The service system is accessible, responsive, and accountable to the individual.

7.5.8. Person-centered planning may be incorporated into existing service plans or documents already being used by the contractor.

7.6. Staffing

The Contractor agrees to adhere to the following staffing requirements:

7.6.1. Provide sufficient staff to perform all tasks specified in this Agreement. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients and geographic area as identified in this Agreement.

7.6.2. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their

respective positions. This includes keeping up-to-date personnel and training records and documentation of all individuals requiring licenses and/or certifications. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to DHHS within thirty days of approval of the Contract Agreement. The plan shall include but not be limited to:

7.6.3. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;
7.6.4. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;
7.6.5. A description of time frames necessary for obtaining staff replacements;
7.6.6. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience; and
7.6.7. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

7.7. Service Delivery Verification

The following are the performance measure reporting requirements for each service identified in Section 1.

1) Eligibility:
   a) The number of applications for home delivered meals and the number of requests for congregate meals and transportation and
      i) The number and percent of applicants found eligible for each service; and
      ii) The number and percent of applicants found ineligible for each service.
      The contractor will indicate the reasons applicants were found ineligible and what quality improvement activities are to be initiated to address concerns about eligibility.

2) Quality and Appropriateness:
   a) Plans of Care: For home delivered meals the number and percent of individuals' plans of care contain evidence of person-centered planning
      i) The number and percent of individuals who have experienced a safety-related incident or accident which occurs during times of face-to-face contact with the client(s); The number and percent of individuals for whom a report to Adult Protective Services was made.
   b) Experience: The number and percent of individuals surveyed (via telephone, mail, e-mail, or face-to-face) who report their experiences with their services and providers have been satisfactory or better.
   c) The contractor will indicate the reasons why:
      i) For home delivered meals, applicants' plans of care did not include evidence of person-centered planning;
      ii) Applicants experienced safety-related incidents which occurs during times of face-to-face contact with the client(s); Applicants were referred to Adult Protective Services; and
      iii) The number and percent of individuals surveyed who reported their experiences with their services and providers were not satisfactory or better.
   d) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about the quality and appropriateness of care.

3) The Contractor must survey a sample of participants for each contracted service and provide their survey methodology, in writing, to BEAS.

4) Service Delivery
   a) The number of open cases at the end of each reporting period, and
      i) The number and percent of days individuals did not receive a planned service(s) due to the service(s) not being available due to inadequate staffing or other related provider issue or due to lack of transportation, etc.

b) The Contractor will indicate the reasons applicants did not receive their planned services.
c) The Contractor will describe the quality improvement activities to be initiated to address identified concerns about service delivery.

7.8. Reporting Requirements:

7.8. Reporting Requirements:
The Contractor shall complete quarterly reports on a pre-defined electronic form provided by the Department. Quarterly is defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30. The Contractor shall submit the quarterly reports to the Department by October 15, January 15, April 15, and July 15 as applicable to each State Fiscal Year in the contract period. The data will include, but not be limited to the following:

- Expenses by program service provided. Service is defined as Home Delivered Meals, Congregate Meals & Transportation;
- Revenue, by program service provided, by funding source;
- Actual Units served, by program service provided, by funding source;
- Number of unduplicated clients served, by service provided, by funding source;
- Number of Title III and Title XX clients served with non-BEAS funds;
- Unmet need/waiting list; and
- Lengths of time clients are on a waiting list.

In addition, the Contractor shall complete the Home-Delivered Data Form and the Transportation Data Form provided by the Department. The Contractor shall submit the Forms to the Department by January 31 and July 31 as applicable to each State Fiscal Year in the contract period. The data will include, but not be limited to the following:

For home-delivered meals:

- the number of meals served by client and by town;
- the number of meals served in the aggregate; and
- the number of miles related to the delivery of meals in the aggregate.

For transportation:

- the number of clients served by town and in the aggregate;
- the number of miles in the aggregate;
- the nature of the transportation. Nature is defined as medical appointment, shopping, etc...; and
- the occupancy rate per vehicle.

7.9. Client Fees and Donations

7.9.1. Title III Services

Except as provided in paragraph 7.9.3, the NH Administrative Rule He-E 502.12 allows Title III contractors to ask individuals receiving services for a voluntary donation towards the cost of the service and provides guidance for requesting donations. The donation is to be purely voluntary, and no one can be refused services if they are unable or unwilling to donate.

The Contractor is required to report the total amount of collected donations on the quarterly report sent to BEAS Finance.

7.9.2. Title XX Services

The Contractor may charge fees to individuals receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to individuals seeking services. The Contractor shall comply with the New Hampshire Administrative Rule He-E 501 when establishing and charging fees to individuals. In

addition, the Contractor is required to report on the total amount of fees/income received for Title XX Services on the quarterly report sent to BEAS Finance.

7.9.2.1. The Contractor providing Title XX services may charge fees to clients, referred by APS staff, for whom reports of abuse, neglect, self-neglect and/or exploitation have not been founded. The Contractor is required to include the total amount of fees/income received for Title XX services, referred by APS staff, with the total amount of fees/income reported for Title XX Services, listed above, on the quarterly report sent to BEAS Finance.

7.9.3. Adult Protective Services

Under RSA 161-F: 42 et seq. BEAS provides protective services to incapacitated adults to prevent neglect, abuse or exploitation. When BEAS determines that an individual needs protective services as described in the Adult Protection Program NH Administrative Rules (He-E 700), the Contractor agrees that the payment received from BEAS for the specified services is payment in full for those services, and the provider agrees to refrain from making any attempt to secure additional reimbursement of any type from the individual for those services. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons in need of protective services.

7.9.3.2. Agencies providing Title III and/or Title XX services may not charge fees or ask donations from clients referred by the DHHS Adult Protective Services (APS) Program as long as these individuals remain active recipients of adult protective services as verified by Adult Protective Services staff.

7.10. Adult Protective Services

The Contractor will report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law.
The Contractor shall make a good faith effort to assure the provision of some level of services to those persons who the Department refers to the contracted agency and identifies the client in in need of protective services.
The Contractor shall follow the plan of care established by the APS social worker.
The contractor is expected to inform the referring APS staff of any changes in the individual's situation or other concerns, and the APS staffs are expected to inform the contractor of any information that may affect service provision.

7.11. E-Studio Electronic Information System

The Contractor shall be required to use BEAS' E-Studio electronic information system. E-Studio is BEAS' primary vehicle for uploading important information concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information. Contractor shall identify all of the key personnel who need to have E-Studio accounts to ensure that information from BEAS can be shared with the necessary agency staff. There is no cost to the contractor for BEAS to create an E-Studio account and no limit on the number of staff an agency identifies to have access to E-Studio. Contractor shall ensure that their E-Studio account(s) are kept current and that BEAS is notified when a staff member is no longer working in the program so his/her account can be terminated.

7.12. Criminal Background and Adult Protective Service Registry Checks

The contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services are required to complete a BEAS State Registry check before the staff member or volunteer begins providing services. In addition, all agency staff must undergo a NH Criminal Records Background check.

7.12.1. Contractor shall conduct a New Hampshire criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact.

7.12.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49, which require the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry.

7.13. Grievance and Appeals

The Contractor must maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and staff. The Contractor shall have grievance system in place that includes a grievance process and any grievances filed are to be available to DHHS upon request. At a minimum the process shall include the following:

a) Client name,
b) type of service,
c) date of written grievance,
d) nature/subject of the grievance,
e) who in the agency reconsiders agency decisions,
f) what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.

7.14. Privacy and Security of Client Information

DHHS is the designated owner of all data and shall approve all access to that data. The Contractor shall not have ownership of State data at any time. The Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law. Privacy policy statements may be developed and amended from time to time by the State and will be appropriately displayed on the State portal. The Contractor shall provide sufficient security to protect the State and DHHS data in network, transit, storage and cache. In the event of breach, the contractor shall notify the Department within one day from the date of breach.

7.15. Culturally and Linguistically Appropriate Standards of Care

The Contractor shall ensure equal access to quality services under this contract by providing culturally and linguistically appropriate services according to the following guidelines:

- Assess the ethnic/cultural needs, resources and assets of their community.
- Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment or to those with disabilities.
- When feasible and appropriate, provide clients of minimal English skills with interpretation services.
- Offer clients a forum through which they have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may require a response.
- When feasible and appropriate, identify communication access needs for clients who may be deaf or hard of hearing, and/or have vision or speech impairment and develop an individual communication plan for clients to receive services.

7.16. Wait Lists

7.16.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. The contract agency shall maintain a wait list in accordance with NH Administrative Rules He-E 501 and 502 when funding or resources are not available to provide the requested services. A wait list includes at a minimum:

a) Each contract agency shall include the following information on its wait list:
   i) The individual's full name and date of birth;
   ii) The name of the service being requested;
   iii) The date upon which the individual applied for services which shall be the date the application was receive by the contract agency or BEAS;
   iv) The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
   v) The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services;
   vi) The individual's assigned priority on the wait list, determined in accordance with (b) below;
   vii) A brief description of the individual's circumstances and the services he or she needs.

b) The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
   i) Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
   ii) Declining mental or physical health of the caregiver;
   iii) Declining mental or physical health of the individual;
   iv) Individual has no respite services while living with a caregiver; and
   v) Length of time on the wait list.
   vi) When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.
   vii) Individuals who are being served under protective services RSA 161-F: 42-57 shall be given priority status on the waitlist and in accordance with He-E 501.14 (f) and He-E 502.13.
   viii) Individuals with adult protective needs in accordance with RSA 161-F: 42-57 shall be exempt from the wait list.

c) When an individual is placed on the wait list, the contract agency shall notify the individual in writing

d) The wait list must be maintained during the contract period and available to BEAS upon request.

7.17. Notice of Failure to meet Service Obligations

1) In the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date, the Contractor shall give at least a ninety (90) day prior written notice addressed to the Bureau Director, Bureau of Elderly and Adult Services, of such in ability to meet service obligations.

2) Examples of failure to meet service obligations may include, but are not limited to:
   a) Reducing hours of operation
   b) Changing a geographic service area
   c) Closing or opening a site

3) The written notification shall include the following:
   a) The reasons for the inability to deliver services;
   b) How service recipients and the community will be impacted if the contractor is unable to provide services
   c) How service recipients and the community will be notified; and
   d) The Contractor's plan to transition clients into other services or refer the clients to other agencies.

4) The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:
   a) Service(s) are terminated or planned to be terminated prior to the termination date of the contract;

b) The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State;
c) The Contractor terminates a services or services for any reason;
d) The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

7.18. Transition Process

The Contractor shall have a transition process for clients in the event that they maybe transitioned between DHHS contracted providers and shall submit their written transition process to DHHS within thirty days of approval of the Contract Agreement. The process shall ensure

a) Uninterrupted delivery of services for clients;
b) A method of notifying clients and/or the community about the transition. A staff member shall be available to address questions about the transition.

7.19. Compliance with Laws and Regulations

Services and Administration of the program services shall be provided in accordance with the applicable federal and state laws, Title III and Title XX rules, policies and regulations adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.

7.20. Contract Monitoring

The Contractor shall:

7.20.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.

7.20.2. Ensure the Department is provided with access that includes but is not limited to:

a) Data
b) Financial records
c) Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
d) Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
e) Scheduled phone access to Contractor principals and staff
f) Timely unscheduled phone response by Contractor principals and staff.

7.21. Financial Integrity Maintenance

7.21.1. Financial Reporting Requirements: In addition to the requirement for the Contractor to provide annual audited financial statements, the Contractor will provide to the State quarterly interim Balance Sheet and Profit and Loss Statements for the Contractor including separate statements for related parties. Quarterly is defined as the period of July 1 to September 30, October 1 to December 31, and January 1 to March 31, and April 1 to June 30. The Contractor shall submit the quarterly statements to the Department by October 31, January 31, April 31, and July 31 as applicable to each State Fiscal Year in the contract period. All statements must be certified by an officer of the reporting entity.

7.21.2. Corrective Action and or Termination: If after review of the contractor submitted information, and based on the following risk assessment, the State at its sole discretion, the State may:

1. Require a corrective action plan for identified deficiencies, or
2. Terminate the contract for reasons of risk to continued operation, services, or deliverables as required by the terms of the contract.

Contractors Initials: SG
Date: 5/1/15

7.21.3. Absence of Risk Conditional Termination: This section does not negate any rights the State may have relative to the contract.

7.21.4. Risk Assessment Process:
The State will analyze the financial information provided by Contractor. Such analysis will include calculation of the ratios set forth in Table A. The weighted average of the ratios is used to calculate a risk score as follows:

- Low Risk 70% and Above
- Moderate Risk From 26% to 69%
- High Risk 25% and Below

7.21.5. Weighted Average: The process for the scoring is

1. Calculate the individual ratio for the Contractor
2. Divide Contractor ratio by the benchmark to determine percentage above or below benchmark
3. Multiply Contractor percentage by "Percentage Weight of Risk Score"
4. Add the scores for the ratios as determined for each ratio in Steps 1 to 3.

7.21.6. The State will provide, upon request, the Risk calculations for the Contractor.

Table A - Risk Analysis Assessment Ratios Matrix

Category	*Name of Ratio*	*Description*	*How it is Calculated*	*What the Ratio Measures*	*Benchmark*	*Percentage of Total Risk Assessment*
Liquidity	Current Ratio	This ratio compares the Current Assets with the Current Liabilities.	CURRENT ASSETS / CURRENT LIABILITIES	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a ratio, and represents 15% of the total risk assessment value.	1.0:1	10.0%
Liquidity	Days Expense in Working Capital	This ratio calculates the number of day's expense that the working capital can support.	(CURRENT ASSETS - CURRENT LIAB) / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed in "number of days" and represents 15% of the total risk assessment value.	30	10.0%

Contractors Initials: SK
Date: 5/11/15

Table A - Risk Analysis Assessment Ratios Matrix						
Category	***Name of Ratio***	***Description***	***How It Is Calculated***	***What the Ratio Measures***	***Benchmark***	***Percentage of Total Risk Assessment***
Liquidity	Days of Revenue In Accounts Receivable	This ratio calculates the number of days of revenue that are in accounts receivable.	(ACCOUNTS RECEIVABLE) / (REVENUE/365)	This ratio measures the performance of the accounts receivable function and the timeliness of revenue collection. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in days.	30	10.0%
Operating Results	Return on Equity	This ratio is a representation of the increase or decrease in net assets from the prior year.	INCREASE IN NET ASSETS / NET ASSETS	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Operating Results	Operation Income to Revenue	This ratio compares the current year's operating income with the current year's revenue.	OPERATING INCOME / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	3%	10.0%

Contractors Initials: SK
Date: 5/11/17

Table A - Risk Analysis Assessment Ratios Matrix						
Category	***Name of Ratio***	***Description***	***How It Is Calculated***	***What the Ratio Measures***	***Benchmark***	***Percentage of Total Risk Assessment***
Operating Results	Cash Flow % of Revenue	This ratio calculates the company's cash flow as a percentage of revenue.	(INCREASE IN NET ASSETS + DEPRECIATION) / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	2%	10.0%
Leverage	Debt to Equity	This ratio compares total debt to equity.	(TOTAL ASSETS - NET ASSETS)/NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a ratio and represents 5% of the total risk assessment value.	0.7:1	5.0%
Leverage	Long Term Debt to Equity	This ratio compares long term debt to equity.	LONG TERM DEBT / NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 5% of the total risk assessment value.	100%	5.0%
Leverage	Debt Ratio	This ratio compares total debt to total assets.	(TOTAL ASSETS - NET ASSETS)/TOTAL ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk	50%	10.0%

Contractors Initials: SG
Date: 5/1/15

Table A - Risk Analysis Assessment Ratios Matrix						
Category	***Name of Ratio***	***Description***	***How It Is Calculated***	***What the Ratio Measures***	***Benchmark***	***Percentage of Total Risk Assessment***
				assessment value.		
Reserves	Cash Flow to Total Debt	This ratio compares cash flow to total debt.	(OP. SURPLUS + DEPRECIATION) / (TOTAL ASSETS - NET ASSETS)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Reserves	Days Expense in Available Net Assets	This ratio calculates the number of day's expense that the net assets of the company can support.	NET ASSETS / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in "number of days" and this represents 10% of the total risk assessment value.	90	10.0%
						100.0%

Contractors Initials: SG
Date: 5/1/15

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions (Form P-37) of this Agreement in consideration for the Contractor's compliance with the terms and conditions of this Agreement and for the services provided by the Contractor pursuant to Exhibit A Amendment #1, Scope of Services.

2. The following terms and conditions detailed this Exhibit B Amendment #1 shall apply to all applicable services identified in Exhibit A Amendment #1, Paragraph 5, unless expressly stated otherwise.

3. The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A Amendment #1, Paragraph 5, according to the following reimbursement rates:

Reimbursement Rates	Unit Types
$4.85	Per Home Delivered Meal
$5.50	Per Congregate Meal
$8.75	Per Person per day for Transportation Services
$.30	Per mile

4. Payment for contracted services will be in accordance with Exhibit B-1, Exhibit B-2, and Exhibit B-3.

5. The General provisions (Form P-37) Block 1.6 Account Numbers are as follows:

   - 05-95-48-481010-78720000-512-500352
   - 05-95-48-481010-78720000-541-500383
   - 05-95-48-481010-78720000-544-500386
   - 05-95-48-481010-92550000-544-500386

6. This Contract is funded with federal funds made available under the Catalog of Federal domestic Assistance (CFDA) #'s, for the provision of services pursuant to Exhibit A Amendment #1, Scope of Services as follows:

   - 93.044 United States Department of Health and Human Services, Administration for Community, Living Special Programs for the Aging- Title IIIB
   - 93.045 United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging- Title IIIC-1
   - 93.045 United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging- Title IIIC-2
   - 93.667 United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant- Title XX

6.1. The Contractor agrees to provide the services in Exhibit A Amendment #1, Scope of Services in compliance with funding requirements.

Contractor Initials SG
Date 8/1/11

7. Notwithstanding paragraph 18 of the General Provisions (Form P-37), an amendment, limited to the terms of Exhibit B-1, Exhibit B-2, and Exhibit B-3, to transfer the amount of units from one service to another can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

8. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT).

9. The DHHS may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in accordance with the requirements and scope of services in Exhibit A Amendment #1; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.

10. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of required reports, or Contractor Site Review Reports, the State may review all units served to clients and number of miles per client incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any units served to clients and number of miles per client incurred that are not determined to be allowable or are determined to be served to ineligible clients and shall, by written notice specifying the disallowed costs, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs.

11. Form Submission:
Prior to submittal of an invoice for the following Title III funded services: Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

Prior to submittal of an invoice for Title XX Meals the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.

12. Invoice Submission:

12.1. Meals

Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual meals served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual meals served during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Contractor Initials SG
Date 5/11/12

A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.

12.1.1. Meals Mileage

Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Contract Service Authorization Form (#3502) and Meal and Mileage Invoices shall be sent to:
NH Department of Health and Human Services
Data Management Unit
129 Pleasant St, P.O. Box 2000
Concord, NH 03301

12.2. Title III Transportation:

The Contractor shall complete and submit a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served (unit being per client, per day) during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit. In addition, the Contractor shall complete a monthly transportation form. The form will be a predefined electronic form supplied by DHHS.

12.2.1. Title III Transportation Mileage

The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title III Transportation and Mileage invoices and the monthly transportation form shall be submitted to:
Financial Management
DHHS Bureau of Elderly and Adult Services
129 Pleasant St, Brown Building
Concord NH 03301

Contractor Initials SG
Date 5/11/15

12.3. Contractor will have forty-five (45) days from the end of the contract period to submit final invoices to the Department for payment. Any adjustments made to a prior invoice, during these forty-five (45) days, will need to be accompanied by supporting documentation.

12.4. The DHHS will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.

12.5. The Contractor shall submit to DHHS the subcontractor's budget for review and approval. The Contractor shall submit to DHHS copies of their subcontractor's invoices for actual units served to clients and number of miles per client that support the requests for reimbursement, upon DHHS request.

Contractor Initials SE
Date 5/4/15

Contractor Name:	Strafford Nutrition/Meals on Wheels

Period:	7/1/15-6/30/16			7/1/16-9/30/16		
Funding Source and Service	Projected Number of Units	Projected Number of Miles	Total Maximum Amount Allowed by Funding Source	Projected Number of Units	Projected Number of Miles	Total Maximum Amount Allowed by Funding Source
Title III C-1 Congregate Meals	13,125		$72,187.50	3,281		$18,045.50
Title III C-2 Home Delivered Meals	47,052	46,752	$242,227.80	11,763	11,688	$60,556.95
Title XX Home Delivered Meals	22,940	23,240	$118,231.00	5,735	5,810	$29,557.75

Contractors Initials: SG
Date: 5/11/15

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS
As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Strafford Nutrition Meals on wheels

5/1/15
Date

Steve Goff, Chair
Name: Steve Goff
Title: Board Chair

Subject: Nutrition Services

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		**1.2 State Agency Address** 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Strafford Nutrition Meals on Wheels		**1.4 Contractor Address** 25 Bartlett Ave, STE A Somersworth, NH 03878	
1.5 Contractor Phone Number (603) 692-2864	**1.6 Account Number** See Exhibit B	**1.7 Completion Date** June 30, 2015	**1.8 Price Limitation** $432,646.30
1.9 Contracting Officer for State Agency Mary Maggioncalda		**1.10 State Agency Telephone Number** 603-271-9096	
1.11 Contractor Signature		**1.12 Name and Title of Contractor Signatory** KARL VAN ASSELT, CHAIR	

1.13 Acknowledgement: State of NH, County of STRAFFORD

On 5/16/14, 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.

TAMBRA J BEDARD
Notary Public, New Hampshire
My Commission Expires August 22, 2017

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal] Tambra J. Bedard

1.13.2 Name and Title of Notary or Justice of the Peace

Tambra J. Bedard Notary Public

1.14 State Agency Signature	**1.15 Name and Title of State Agency Signatory** Shari Rockburn Director
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:	Director, On:
1.17 Approval by the Attorney General (Form, Substance and Execution) By: M.K. Brown	On: 5/28/14
1.18 Approval by the Governor and Executive Council By:	On:

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials: _____
Date: 5/16/14

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.
The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $2,000,000 per occurrence; and
14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials: _____
Date: 5/16/14

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials: _____
Date: 5/16/14

Scope of Services

1. Purpose:

The contractor shall provide services in this contract to assist eligible people to live as independently as possible in safety and with dignity.

1.1. The services in this contract are intended for individuals who are not already receiving the same or similar services through one of DHHS' Medicaid Waiver Programs, who are eligible for other NH Medicaid services or who are receiving the same or similar services through the Veterans' Administration.

2. Contract Period:

The commencement date of this contract shall be effective July 1, 2014 or the date of G& C approval, whichever is later. The completion of this contract shall be June 30, 2015.

3. Population:

Services are for individuals who reside in independent living settings and who meet the eligibility criteria as follows:

3.1. Title III

Individuals who are age 60 and older and with the most economic or social needs as described in:

- Older Americans Act as amended, Section 305,(a)(2)(E) and
- Title III Older Americans Act Services: Title IIB- Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, and Title IIID- Disease Prevention and Health Promotion Services, NH Administrative Rule He-E 502.

3.2. Title XX 42 USC §1397 et seq.

Individuals who are age 60 and older or ages 18-59 who have a chronic illness or disability, and a maximum monthly income of $1,194 for calendar year 2014 as described in:

- The Social Services Block Grant (Title XX), NH Administrative Rule He-E 501.

4. Geographic Area to be served:

The Contractor shall provide and ensure delivery of the services listed in Paragraph 5 below to all eligible persons in the towns/cities listed in Geographic Area Exhibit A-1. Nothing in this Agreement shall be construed to limit the ability of the Contractor to provide said services to other eligible persons located in a town/city not listed in Exhibit A-1 when the Department requests the contractor to do so or when the contractor receives approval by the Department.

5. Services Provided in this Agreement

	Services		
	Home Delivered Meals Services	Congregate Meals Services	Transportation Services
Program:			
Title III	x	x	na
Title XX	x	na	na

An "x" denotes that the Contractor shall provide that service to eligible individuals in accordance with all applicable laws, rules, regulations and terms and conditions of this Agreement.

Contractors Initials: A
Date: 5/16/14

6. Service descriptions

6.1. Home-Delivered Meals (funded through Titles III and XX) are delivered to a client at his/her home. A client must be homebound and unable to prepare his/her own meals. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the client including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. Providers Contractors must ensure assure that a visual contact is made with each client in his/her home on each day that meals are delivered as an assurance of the individual's safety, with the exception of meals designated as emergency meals or frozen meals which are delivered to clients in advance of anticipated inclement weather conditions or other adverse conditions.

6.2. Home Delivered Meals funded by Title XX shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX) incorporated by reference into this Agreement.

6.3. Home Delivered Meals funded by Title III shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.

6.4. The Contractor agrees to perform the following: receive inquiries and applications; determine eligibility; notify applicants of eligibility; maintain records for each recipient; train staff and volunteers; monitor and evaluate services; maintain financial records; submit reports as requested to the Bureau of Elderly and Adult Services.

6.5. Congregate Meals (Community Dining) (funded through Title III) are provided in community settings, where individuals travel to a designated site to share a meal with other individuals. Advance registration is not required, and individuals register when arriving at the meal site. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the individual including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. The Contractor shall provide congregate meals at the locations, hours, and days identified in Exhibit A-2.

6.6. Congregate Meals funded by Title III shall be provided according to the rules and policies of the Bureau of Elderly and Adult Services (BEAS), including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older Americans Act of 1965 as amended, incorporated by reference into this Agreement.

6.7. Transportation (funded through Title III) provides transport in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization. Title III Transportation services do not include pleasure excursions that charge individuals a fee for participation.

Contractors Initials:
Date: 5/16/14

6.8. Transportation services funded by Title III shall be provided according to the rules and policies of BEAS, including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.

6.9. Transportation providers must be in compliance with all applicable Federal and State Department of Transportation and Department of Safety regulations. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500 and inspected in accordance with NH Administrative Rule Saf-C 3200. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing and NH Administrative Rule Saf-C 1800 Commercial drivers licensing, as applicable.

7. Service Compliance Requirements

7.1. Access to Services

7.1.1. Individuals access the services described in this contract through one of two ways. They may apply directly for services to the contractor or be referred to the contractor by the Adult Protective Services Program as a result of a substantiated report of neglect, abuse, or exploitation.

7.1.1.1. Client directly applies for services: The Contractor shall determine eligibility for these services in accordance with the rules and requirements of the Title III and Title XX Programs. The contractor shall determine the eligibility of the individual; and with the exception of Congregate Meals and Transportation, provide written notice of eligibility within 45 days from the date eligibility was determined, indicate what services are to be provided and their frequency, and indicate the beginning and end dates for individual's period of eligibility.

7.1.1.2. Client referred by Adult Protective Services (APS): The contractor does not take an application, determine or redetermine the client's eligibility or issue notifications. The client's case will be managed by the APS staff. The referral will a protective services plan that the APS worker puts into place to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, or exploitation.

7.2. Client Application/Request for Services

The Contractor shall complete an intake and application for services, in accordance with New Hampshire Administrative Rule He-E 500. Title XX Home-Delivered contractors shall use Form 3000 Application provided by DHHS. Title III Home-Delivered Meals contractors may use Form 3000 or a form of their own that includes the same information as the Form 3000. Congregate meals and transportation do not require an application per se but require participants to sign up for the service as a way to request the service. The Contractor submits these signature lists as verification that the service was provided.

7.3. Client Eligibility

7.3.1. The Contractor shall determine eligibility for services and shall be in compliance with both Title III and Title XX requirements regarding eligibility determination, notice of eligibility and the individual's period of eligibility as applicable.

7.3.2. In order for clients to be eligible to receive home-delivered meals through both Title III and Title XX, the client needs to demonstrate that he or she cannot prepare meals and that the individual is:

7.3.2.1. Homebound; or

7.3.2.2. Temporarily homebound due to recovery from illness or injury.

7.3.2.3. In order for clients to be eligible to receive congregate meals and transportation, they must be age 60 or older. They must sign up for these services prior to

receiving them. A written application is not required. Individuals who are less than 60 years of age may receive congregate meals if they are:

(1) The spouses of individuals who accompany them to the meal site;

(2) Individuals providing volunteer services at the congregate meal site during meal hours;

(3) Individuals with disabilities who reside at home with an individual who is receiving Title III services; and

(4) Individuals with disabilities under the age of 60 who are not older individuals, but who reside in housing facilities occupied by older individuals where congregate meals are provided.

7.3.3. Eligibility determination

The Contractor shall submit its policies and procedures for client eligibility determination for services to DHHS for review and approval, within 30 days of the start of each State Fiscal Year.

For Home Delivered Meals:
The Contractor shall provide a written notice of the eligibility decision, for individuals determined to be eligible to receive services, to the individual as soon as possible, but no later than 45 calendar days from the date of determination. This notice shall include:
1) The services to be provided, and when;
2) The eligibility period; and
3) Contact information for the contractor.

If the client is determined to not be eligible for service(s), the notice shall include:
1) The reason(s) for the denial;
2) A statement regarding the right of the individual or his or her authorized representative to request an informal resolution or appeal of the eligibility determination decision.
3) Contact information for requesting an appeal.

7.3.4. Redetermination of Service Eligibility.

The Contractor shall submit its policies and procedures for client eligibility redetermination for services to DHHS for review and approval, within 30 days of start of each State Fiscal Year.

For Home Delivered Meals:
1) The Contractor shall review the individual's service record annually while services are being provided. The review shall be completed within 30 days prior to the anniversary date on which eligibility began.
2) The Contractor shall make a decision to re-certify or terminate the individual's services based on the requirements contained in Title III and Title XX administrative rules and document the decision by making a notation in the individuals' service record.

7.3.5. Termination of Services.

Services shall be terminated when:
1) The individual or his or her authorized representative requests that the services be terminated;
2) The individual no longer meets the eligibility requirements for services;
3) Funding by the State for the service(s) is no longer available;
4) The individual did not reapply for services as required by program rules;
5) The individual has been admitted to a nursing home or residential care facility; or

6)The individual is deceased.

7.3.6. Service Authorizations for Eligible Clients.
Once the client has been determined eligible to receive home delivered meals and congregate meals services, the contractor shall obtain a service authorization from DHHS in order to be reimbursed from this contract for allowable costs in providing services to that client. Transportation services do not require service authorizations.

7.3.6.1. The Contractor shall submit a completed Form 3502 "Contract Service Authorization-New Authorization" for each client who has been determined eligible to receive home delivered and/or congregate meals services. More than one service may be included on a Form 3502. The completed Form 3502 shall be submitted to:

Bureau of Data Management
129 Pleasant Street
Concord, NH 03301

7.4. Client Assessments

The contractor shall assess the individual's needs and develop written service plans, keep written progress notes; and monitor and adjust service plans to meet the individual's needs in accordance with NH Administrative Rule 500.

7.5. Person centered provision of services

The Contractor agrees to incorporate into its agency's functions, policies, staff-client interactions and in the provision of all services in this Agreement the following Guiding Principles for Person-Centered Planning Philosophy:

7.5.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
- 7.5.1.1. Individual's wishes, values, and beliefs are considered and respected.
- 7.5.1.2. Individual is listened to; needs and concerns are addressed.
- 7.5.1.3. Individual receives the information he/she needs to make informed decisions.

7.5.2. Planning is responsive to the individual. His or her preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.

7.5.3. Services are designed, scheduled, and delivered to best meet the needs and preferences of the individual.

7.5.4. The system is committed to excellence and quality improvement:

7.5.5. Individual rights are affirmed and protected.

7.5.6. Individuals are protected from exploitation, abuse, and neglect.

7.5.7. The service system is accessible, responsive, and accountable to the individual.

7.5.8. Person-centered planning may be incorporated into existing service plans or documents already being used by the contractor.

7.6. Staffing

The Contractor agrees to adhere to the following staffing requirements:

7.6.1. Provide sufficient staff to perform all tasks specified in this Agreement. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients and geographic area as identified in this Agreement.

7.6.2. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their

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respective positions. This includes keeping up-to-date personnel and training records and documentation of all individuals requiring licenses and/or certifications. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to DHHS within thirty days of approval of the Contract Agreement. The plan shall include but not be limited to:

7.6.3. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;
7.6.4. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;
7.6.5. A description of time frames necessary for obtaining staff replacements;
7.6.6. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience; and
7.6.7. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

7.7. Service Delivery Verification

The following are the performance measure reporting requirements for each service identified in Section 1.

1) Eligibility:
   a) The number of applications for home delivered meals and the number of requests for congregate meals and transportation and
      i) The number and percent of applicants found eligible for each service; and
      ii) The number and percent of applicants found ineligible for each service.
      The contractor will indicate the reasons applicants were found ineligible and what quality improvement activity(ies) is/are to be initiated to address concerns about eligibility.

2) Quality and Appropriateness:
   a) Plans of Care: For home delivered meals the number and percent of individuals' plans of care contain evidence of person-centered planning
      i) The number and percent of individuals who have experienced a safety-related incident or accident which occurs during times of face-to-face contact with the client(s); The number and percent of individuals for whom a report to Adult Protective Services was made.
   b) Experience: The number and percent of individuals surveyed (via telephone, mail, e-mail, or face-to-face) who report their experiences with their services and providers have been satisfactory or better.
   c) The contractor will indicate the reasons why:
      i) For home delivered meals, applicants' plans of care did not include evidence of person-centered planning;
      ii) Applicants experienced safety-related incidents which occurs during times of face-to-face contact with the client(s); Applicants were referred to Adult Protective Services; and
      iii) The number and percent of individuals surveyed who reported their experiences with their services and providers were not satisfactory or better.
   d) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about the quality and appropriateness of care.

3) The Contractor must survey a sample of participants for each contracted service and provide their survey methodology, in writing, to BEAS.

4) Service Delivery
   a) The number of open cases at the end of each reporting period, and
      i) The number and percent of days individuals did not receive a planned service(s) due to the service(s) not being available due to inadequate staffing or other related provider issue or due to lack of transportation, etc.

b) The Contractor will indicate the reasons applicants did not receive their planned services.
c) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about service delivery.

7.8. Reporting Requirements:

Contractors shall complete quarterly reports which will be a pre-defined electronic form supplied by DHHS. The report must be submitted by the 15th of the month following the quarter end. The data will include, but not be limited to the following:

- Expenses by program service provided. Service is defined as Home Delivered Meals, Congregate Meals & Transportation;
- Revenue, by program service provided, by funding source;
- Actual Units served, by program service provided, by funding source;
- Number of unduplicated clients served, by service provided, by funding source;
- Number of Title III and Title XX clients served with non-BEAS funds;
- Unmet need/waiting list; and,
- Lengths of time clients are on a waiting list.

In addition, the Contractor shall complete the Home-Delivered Data Form and the Transportation Data Form two (2) times per year. These forms will be due January 31, 2015 and July 31, 2015. The form will be a pre-defined electronic form supplied by DHHS. The data will include, but not be limited to the following:

For home-delivered meals:

- the number of meals served by client and by town;
- the number of meals served in the aggregate;
- the number of miles related to the delivery of meals in the aggregate.

For transportation:

- the number of clients served by town and in the aggregate;
- the number of miles in the aggregate;
- the nature of the transportation. Nature is defined as Medical appointment, shopping, etc...;
- the occupancy rate per vehicle.

7.9. Client Fees and Donations

7.9.1. Title III Services

Except as provided in paragraph 7.9.3, the NH Administrative Rule He-E 502.12 allows Title III contractors to ask individuals receiving services for a voluntary donation towards the cost of the service and provides guidance for requesting donations. The donation is to be purely voluntary, and no one can be refused services if they are unable or unwilling to donate.

The Contractor is required to report the total amount of collected donations on the quarterly report sent to BEAS Finance.

7.9.2. Title XX Services

The Contractor may charge fees to individuals receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to individuals seeking services. The Contractor shall comply with the New Hampshire Administrative Rule He-E 501 when establishing and charging fees to individuals. In addition, the Contractor is required to report on the total amount of fees/income received for Title XX Services on the quarterly report sent to BEAS Finance.

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7.9.2.1. The Contractor providing Title XX services may charge fees to clients referred by APS staff for whom reports of abuse, neglect, self-neglect and/or exploitation have not been founded. The Contractor is required to include the total amount of fees/income received for Title XX services, referred by APS staff, with the total amount of fees/income reported for Title XX Services, listed above, on the quarterly report sent to BEAS Finance.

7.9.3. Adult Protective Services

Under RSA 161-F: 42 et seq. BEAS provides protective services to incapacitated adults to prevent neglect, abuse or exploitation. When BEAS determines that an individual needs protective services as described in the Adult Protection Program NH Administrative Rules (He-E 700), the Contractor agrees that the payment received from BEAS for the specified services is payment in full for those services, and the provider agrees to refrain from making any attempt to secure additional reimbursement of any type from the individual for those services. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons in need of protective services.

7.9.3.2. Agencies providing Title III and/or Title XX services may not charge fees or ask donations from clients referred by the DHHS Adult Protective Services (APS) Program as long as these individuals remain active recipients of adult protective services as verified by Adult Protective Services staff.

7.10. Adult Protective Services

The Contractor will report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law.
The Contractor shall make a good faith effort to assure the provision of some level of services to those persons who the Department refers to the contracted agency and identifies the client in in need of protective services.
The Contractor shall follow the plan of care established by the APS social worker.
The contractor is expected to inform the referring APS staff of any changes in the individual's situation or other concerns, and the APS staffs are expected to inform the contractor of any information that may affect service provision.

7.11. E-Studio Electronic Information System

The Contractor shall be required to use BEAS' E-Studio electronic information system. E-Studio is BEAS' primary vehicle for uploading important information concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information. Contractor shall identify all of the key personnel who need to have E-Studio accounts to ensure that information from BEAS can be shared with the necessary agency staff. There is no cost to the contractor for BEAS to create an E-Studio account and no limit on the number of staff an agency identifies to have access to E-Studio. Contractor shall ensure that their E-Studio account(s) are kept current and that BEAS is notified when a staff member is no longer working in the program so his/her account can be terminated.

7.12. Criminal Background and Adult Protective Service Registry Checks

The contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services are required to complete a BEAS State Registry check before the staff member or volunteer begins providing services. In addition, all agency staff must undergo a NH Criminal Records Background check.

7.12.1. Contractor shall conduct a New Hampshire criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact.

7.12.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49, which require the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry.

7.13. Grievance and Appeals

The Contractor must maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and staff. The Contractor shall have grievance system in place that includes a grievance process and any grievances filed are to be available to DHHS upon request. At a minimum the process shall include the following:

a) Client name,
b) type of service,
c) date of written grievance,
d) nature/subject of the grievance,
e) who in the agency reconsiders agency decisions,
f) what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.

7.14. Privacy and Security of Client Information

DHHS is the designated owner of all data and shall approve all access to that data. The Contractor shall not have ownership of State data at any time. The Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law. Privacy policy statements may be developed and amended from time to time by the State and will be appropriately displayed on the State portal. The Contractor shall provide sufficient security to protect the State and DHHS data in network, transit, storage and cache. In the event of breach, the contractor shall notify the Department within one day from the date of breach.

7.15. Culturally and Linguistically Appropriate Standards of Care

The Contractor shall ensure equal access to quality services under this contract by providing culturally and linguistically appropriate services according to the following guidelines:

- Assess the ethnic/cultural needs, resources and assets of their community.
- Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment or to those with disabilities.
- When feasible and appropriate, provide clients of minimal English skills with interpretation services.
- Offer clients a forum through which they have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may require a response.
- When feasible and appropriate, identify communication access needs for clients who may be deaf or hard of hearing, and/or have vision or speech impairment and develop an individual communication plan for clients to receive services.

7.16. Wait Lists

7.16.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. The contract agency shall maintain a wait list in accordance with NH Administrative Rules He-E 501 and 502 when funding or resources are not available to provide the requested services. A wait list includes at a minimum:

a) Each contract agency shall include the following information on its wait list:
   i) The individual's full name and date of birth;
   ii) The name of the service being requested;
   iii) The date upon which the individual applied for services which shall be the date the application was receive by the contract agency or BEAS;
   iv) The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
   v) The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services;
   vi) The individual's assigned priority on the wait list, determined in accordance with (b) below;
   vii) A brief description of the individual's circumstances and the services he or she needs.
b) The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
   i) Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
   ii) Declining mental or physical health of the caregiver;
   iii) Declining mental or physical health of the individual;
   iv) Individual has no respite services while living with a caregiver; and
   v) Length of time on the wait list.
   vi) When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.
   vii) Individuals who are being served under protective services RSA 161-F: 42-57 shall be given priority status on the waitlist and in accordance with He-E 501.14 (f) and He-E 502.13.
   viii) Individuals with adult protective needs in accordance with RSA 161-F: 42-57 shall be exempt from the wait list.
c) When an individual is placed on the wait list, the contract agency shall notify the individual in writing
d) The wait list must be maintained during the contract period and available to BEAS upon request.

7.17. Notice of Failure to meet Service Obligations

1) In the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date, the Contractor shall give at least a ninety (90) day prior written notice addressed to the Bureau Director, Bureau of Elderly and Adult Services, of such in ability to meet service obligations.
2) Examples of failure to meet service obligations may include, but are not limited to:
   a) Reducing hours of operation
   b) Changing a geographic service area
   c) Closing or opening a site
3) The written notification shall include the following:
   a) The reasons for the inability to deliver services;
   b) How service recipients and the community will be impacted if the contractor is unable to provide services
   c) How service recipients and the community will be notified; and
   d) The Contractor's plan to transition clients into other services or refer the clients to other agencies.
4) The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:
   a) Service(s) are terminated or planned to be terminated prior to the termination date of the contract;

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b) The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State;
c) The Contractor terminates a services or services for any reason;
d) The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

7.18. Transition Process

The Contractor shall have a transition process for clients in the event that they maybe transitioned between DHHS contracted providers and shall submit their written transition process to DHHS within thirty days of approval of the Contract Agreement. The process shall ensure

a) Uninterrupted delivery of services for clients;
b) A method of notifying clients and/or the community about the transition. A staff member shall be available to address questions about the transition.

7.19. Compliance with Laws and Regulations

Services and Administration of the program services shall be provided in accordance with the applicable federal and state laws, Title III and Title XX rules, policies and regulations adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.

7.20. Contract Monitoring

The Contractor shall:

7.20.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.

7.20.2. Ensure the Department is provided with access that includes but is not limited to:

a) Data
b) Financial records
c) Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
d) Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
e) Scheduled phone access to Contractor principals and staff
f) Timely unscheduled phone response by Contractor principals and staff.

7.21. Financial Integrity Maintenance

7.21.1. Financial Reporting Requirements: In addition to the requirement for Contractor to provide annual audited financial statements, the Contractor agrees to provide quarterly to the State, interim Balance Sheet and Profit and Loss Statements for the Contractor to including separate statements for related parties. All statements must be certified by an officer of the reporting entity.

7.21.2. Corrective Action and or Termination: If after review of the contractor submitted information, and based on the following risk assessment, the State at its sole discretion, the State may:
1. Require a corrective action plan for identified deficiencies, or
2. Terminate the contract for reasons of risk to continued operation, services, or deliverables as required by the terms of the contract.

7.21.3. Absence of Risk Conditional Termination: This section does not negate any rights the State may have relative to the contract.

7.21.4. Risk Assessment Process:

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The State will analyze the financial information provided by Contractor. Such analysis will include calculation of the ratios set forth in Table A. The weighted average of the ratios is used to calculate a risk score as follows:

- Low Risk 70% and Above
- Moderate Risk From 26% to 69%
- High Risk 25% and Below

7.21.5. Weighted Average: The process for the scoring is

1. Calculate the individual ratio for the Contractor
2. Divide Contractor ratio by the benchmark to determine percentage above or below benchmark
3. Multiply Contractor percentage by "Percentage Weight of Risk Score"
4. Add the scores for the ratios as determined for each ratio in Steps 1 to 3.

7.21.6. The State will provide, upon request, the Risk calculations for the Contractor.

Table A - Risk Analysis Assessment Ratios Matrix

Category	*Name of Ratio*	*Description*	*How it is Calculated*	*What the Ratio Measures*	*Benchmark*	*Percentage of Total Risk Assessment*
Liquidity	Current Ratio	This ratio compares the Current Assets with the Current Liabilities.	CURRENT ASSETS / CURRENT LIABILITIES	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a ratio, and represents 15% of the total risk assessment value.	1.0:1	10.0%
Liquidity	Days Expense in Working Capital	This ratio calculates the number of day's expense that the working capital can support.	(CURRENT ASSETS - CURRENT LIAB) / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed in "number of days" and represents 15% of the total risk assessment value.	30	10.0%

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Table A - Risk Analysis Assessment Ratios Matrix						
Category	***Name of Ratio***	***Description***	***How it is Calculated***	***What the Ratio Measures***	***Benchmark***	***Percentage of Total Risk Assessment***
Liquidity	Days of Revenue In Accounts Receivable	This ratio calculates the number of days of revenue that are in accounts receivable.	(ACCOUNTS RECEIVABLE) / (REVENUE/365)	This ratio measures the performance of the accounts receivable function and the timeliness of revenue collection. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in days.	30	10.0%
Operating Results	Return on Equity	This ratio is a representation of the increase or decrease in net assets from the prior year.	INCREASE IN NET ASSETS / NET ASSETS	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Operating Results	Operation Income to Revenue	This ratio compares the current year's operating income with the current year's revenue.	OPERATING INCOME / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	3%	10.0%

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Table A - Risk Analysis Assessment Ratios Matrix						
Category	***Name of Ratio***	***Description***	***How it is Calculated***	***What the Ratio Measures***	***Benchmark***	***Percentage of Total Risk Assessment***
Operating Results	Cash Flow % of Revenue	This ratio calculates the company's cash flow as a percentage of revenue.	(INCREASE IN NET ASSETS + DEPRECIATION) / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	2%	10.0%
Leverage	Debt to Equity	This ratio compares total debt to equity.	(TOTAL ASSETS - NET ASSETS)/NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a ratio and represents 5% of the total risk assessment value.	0.7:1	5.0%
Leverage	Long Term Debt to Equity	This ratio compares long term debt to equity.	LONG TERM DEBT / NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 5% of the total risk assessment value.	100%	5.0%
Leverage	Debt Ratio	This ratio compares total debt to total assets.	(TOTAL ASSETS - NET ASSETS)/TOTAL ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk	50%	10.0%

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Table A - Risk Analysis Assessment Ratios Matrix						
Category	***Name of Ratio***	***Description***	***How it Is Calculated***	***What the Ratio Measures***	***Benchmark***	***Percentage of Total Risk Assessment***
				assessment value.		
Reserves	Cash Flow to Total Debt	This ratio compares cash flow to total debt.	(OP. SURPLUS + DEPRECIATION) / (TOTAL ASSETS - NET ASSETS)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Reserves	Days Expense in Available Net Assets	This ratio calculates the number of day's expense that the net assets of the company can support.	NET ASSETS / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in "number of days" and this represents 10% of the total risk assessment value.	90	10.0%
						100.0%

7.22. **Agreement Elements**

The Agreement between the parties shall consist of the following: General Provisions (P-37), Exhibit A Scope of Services, Exhibit A-1 Geographic Area, Exhibit A-2 Congregate Meal Sites, Exhibit B Method and Conditions Precedent to Payment, Exhibits B-1, B-2 and B-3, Exhibit C Special Provisions, Exhibit C-1 Additional Special Provisions, Exhibit D Certification Regarding Drug-Free Workplace, Exhibit E Certification Regarding Lobbying, Exhibit F Certification Regarding Debarment, Suspension and Other Responsibility Matters, Exhibit G Certification Regarding the American's With Disabilities Act Compliance, Exhibit H Certification Regarding Environmental Tobacco Smoke, Exhibit I Health Insurance Portability and Accountability Act Business Associate Agreement, Exhibit J Certification Regarding The Federal Funding Accountability and Transparency Act Compliance. In the event of any conflict or contradiction between or among the Agreement documents, the documents shall control in the above order of precedence.

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Exhibit A-1
July 1, 2014 through June 30, 2015
GEOGRAPHIC AREA FORM

RFP # 14-DHHS-DCBCS-BEAS-05
Contractor's name: Strafford Nutrition Meals on Wheels

Name of Service	County/Counties	Towns/Cities where Services will be offered
Nutrition - Home Delivered Meals under Title XX and Title IIIC	Strafford	ALL

Contractors Initials: [signature]
Date: 5/16/14

Exhibit A-2
July 1, 2014 through June 30, 2015
CONGREGATE SITE INFORMATION

RFP # 14-DHHS-DCBCS-BEAS-05
Contractor's name: Strafford Nutrition Meals On Wheels

Site Name	Location	Dining Hours	Days of Week (name days)	Average Number of Meals Expected to Serve per Day	Date of Most Recent Inspections	
					Fire	Health
Fillion Terrace	75 Washington St, Somersworth	9:00am - 10:30am	Friday	25	Sep-13	30-April-14
Waldron Towers	3 Green St, Dover	11:30am - 12:30pm	Mon,Tue,Thurs, Fri	20	Nov-13	1-Jun-13
Charpentier Apartments	28 Franklin St, Somersworth	8:30am - 1:00pm	Mon,Tue,Wed, Thurs, Fri	15	Sep-13	1-Feb-14
Wellsweep Acres	77 Olde Farm Lane, Rochester	11:30am - 12:30pm	Mon,Tue,Thurs, Fri	15	Mar-14	30-Jun-13
Somersworth Housing Authority Flanagan Center	25 Bartlett Ave., Suite A, Somersworth	11:30am - 12:30pm	Tuesday & Thursday	12	Sep-13	19-Feb-14

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Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions (P-37) of this Agreement for the services provided by the Contractor pursuant to Exhibit A, Scope of Services and for the period beginning July 1, 2014 or the date of G&C approval, whichever is later. The completion date of this contract shall be June 30, 2015, block 1.7 of the P-37.

2. Service(s) provided in this Agreement: The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A, Paragraph 5. The following terms and conditions detailed below in this Exhibit B shall apply to all services unless expressly stated otherwise.

3. Payment for contracted services will be made up to the total maximum allowable funding identified in Column D of Exhibits B-1 and B-3, and Column C of Exhibit B-2 and based on the following reimbursement rates:

   3.1. $4.85 per home delivered meal
   3.2. $5.50 per congregate meal
   3.3. $8.75 per person per day for Transportation Services
   3.4. .30 cents per mile

4. The General provisions (P-37) Section 1.6 Account Numbers for funding under this contract including identification of the funding source (name of Grantor and Catalog of Federal Domestic Assistance (CFDA) number) are as follows:

Service	Funding Name	Funding Source	CFDA #	State of NH Account Number
Transportation	Special Programs for the Aging- Title IIIB	ACL	93.044	05-95-48-481010-78720000-512-500352
Nutrition Services	Special Programs for the Aging- Title IIIC	ACL	93.045	05-95-48-481010-78720000-541-500383
Nutrition Services: Home Delivered Meals	Social Services Block Grant- Title XX	U.S. Dept of Health & Human Services	93.667	05-95-48-481010-92550000-544-500386

5. Notwithstanding paragraph 18 of the P-37, an amendment limited to the terms of Exhibit B-1, B-2, and B-3 to transfer the amount of units from one service to another can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

6. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT).

7. The DHHS may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in

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accordance with the requirements and scope of services in Exhibit A; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.

8. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of required reports, or Contractor Site Review Reports, the State may review all units served to clients and number of miles per client incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any units served to clients and number of miles per client incurred that are not determined to be allowable or are determined to be served to ineligible clients and shall, by written notice specifying the disallowed costs, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs.

9. Form Submission:
Prior to submittal of an invoice for the following Title III funded services: Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

Prior to submittal of an invoice for Title XX Meals the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.

10. Invoice Submission:

10.1. Meals

Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual meals served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual meals served during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.

10.1.1. Meals Mileage

Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Contract Service Authorization Form (#3502) and Meal and Mileage Invoices shall be sent to:
NH Department of Health and Human Services
Data Management Unit
129 Pleasant St, P.O. Box 2000
Concord, NH 03301

10.2. Title III Transportation:
The Contractor shall complete and submit a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served (unit being per client, per day) during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit. In addition, the Contractor shall complete a monthly transportation form. The form will be a predefined electronic form supplied by DHHS.

10.2.1. Title III Transportation Mileage
The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title III Transportation and Mileage invoices and the monthly transportation form shall be submitted to:
Financial Management
DHHS Bureau of Elderly and Adult Services
129 Pleasant St, Brown Building
Concord NH 03301

10.3. Contractor will have forty-five (45) days from the end of the contract period to submit final invoices to the Department for payment. Any adjustments made to a prior invoice, during these forty-five (45) days, will need to be accompanied by supporting documentation.

10.4. The DHHS will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.

10.5. The Contractor shall submit to DHHS the subcontractor's budget for review and approval. The Contractor shall submit to DHHS copies of their subcontractor's invoices for actual units served to clients and number of miles per client that support the requests for reimbursement, upon DHHS request.

Contractor Initials
Date 5/16/16

Exhibit B-1
Home Delivered Meals
July 1. 2014 through June 30, 2015

STRAFFORD NUTRITION MEALS ON WHEELS			
Col. A	Col. B	Col. C	Col. D
Funding	Projected Number of Home Delivered Meals	Projected Number of Miles	Total Maximum Amount Allowed by Funding
Title III C2	47,052	46,752	$ 242,227.80
Title XX	22,940	23,240	$ 118,231.00

Contractors Initials: _____
Date: 5/14/14

Exhibit B-2
Congregate Meals
July 1, 2014 through June 30, 2015

STRAFFORD NUTRITION MEALS ON WHEELS		
Col. A	Col. B	Col. C
Funding	Projected Number of Congregate Meals	Total Maximum Amount Allowed by Funding
Title III C1	13,125	$ 72,187.50

Contractors Initials: _____
Date: 5/16/14

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party fundors for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party fundors, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to

subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function

16.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate

16.3. Monitor the subcontractor's performance on an ongoing basis

16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

16.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
   4. CONDITIONAL NATURE OF AGREEMENT.
   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. **Contract Extension:** The Department reserves the right to extend the completion date of the contract for up to two years to be exercised by mutual agreements by the parties, upon availability of funding, acceptable performance of the Statement of Work, and subsequent approval by the Governor and Executive Council.

4. **CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS:**
   4.1 This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L.112–239) and FAR 3.908.

Contractors Initials: _____
Date: 5/16/14

4.2 The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

4.3 The Contractor shall insert the substance of this clause, including this paragraph (4.3), in all subcontracts over the simplified acquisition threshold.

Contractors Initials:
Date: 5/16/14

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
  1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name: Strafford Nutrition Meals on Wheels

5/16/14
Date

Name: Marc Van Asselt
Title: Chair

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor Name: Stratford Nutrition Meals on Wheels

5/16/14
Date

Name: Karl Van Asselt
Title: Chair

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Strafford Nutrition Meals on Wheels

Date 5/16/14

Name: Karl Van Asselt
Title: Chair

CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Contractor Name: Strafford Nutrition Meals on Wheels

05/16/14
Date

Name: Karl Van Asselt
Title: Chair

State of New Hampshire
Department of Health and Human Services
Amendment #4 to the Nutrition and Transportation Contract

This fourth Amendment to the Nutrition and Transportation contract (hereinafter referred to as "Amendment #4") dated May 9, 2016, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Tri-County Community Action Program, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 30 Exchange Street, Berlin, NH, 03570.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 18, 2014 (Item #109) (hereinafter referred to as the "Contract"), and amended by an agreement (Amendment #1) approved on June 10, 2015 (Item #21) by Governor and Executive Council, and (Amendment #2) approved on June 23, 2015 by the Attorney General, and (Amendment #3) approved on April 27, 2016 by the Attorney General, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Department and the Contractor agree: 1) to change the per person per day transportation rate and per mile rate; and 2) to increase the amount of funding for Title III Home Delivered Meals, and Title XX Home Delivered meals; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #4, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.

2. Amend General Provisions (Form P-37), Block 1.8, Price Limitation, to read: $1,796,203.25.

3. Replace Exhibit B Amendment #1, Section 3 as follows:

    3. The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A Amendment #1, Paragraph 5, according to the following reimbursement rates:

Reimbursement Rates	Unit Types
$4.85	Per Home Delivered Meal
$5.50	Per Congregate Meal
$9.32	Per Person per day for Transportation Services
$.54	Per mile

Contractor Initials: RGB
Date: 05/12/16

4. Replace Exhibit B-4 Title III C-2 Home Delivered Meals 7/1/15 – 6/30/16 Total Maximum Allowed by Funding Source with $305,143.75.

5. Replace Exhibit B-4 Title XX Home Delivered Meals 7/1/15 – 6/30/16 Total Maximum Allowed by Funding Source with $136,410.

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/18/16
Date

NAME Marilee Nihan, MSA
TITLE Deputy Commissioner

Tri-County Community Action Program, Inc.

5-12-2016
Date

NAME Robert G. Boschen, Jr.
TITLE Chief Executive Director

Acknowledgement:
State of New Hampshire, County of Coos on 5-12-2016, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Name and Title of Notary or Justice of the Peace

Suzanne C. French, Notary

SUZANNE C. FRENCH
Notary Public - New Hampshire
My Commission Expires June 19, 2018

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/23/14
Date

Name: Megan A. Lucci
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. (TRI-COUNTY CAP) is a New Hampshire nonprofit corporation formed May 18, 1965. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1st day of May A.D. 2015

William M. Gardner
Secretary of State

Corporation Division

Search
By Business Name
By Business ID
By Registered Agent
Annual Report
File Online
Guidelines
Name Availability
Name Appeal Process

Date: 4/11/2016

Filed Documents

(Annual Report History, View Images, etc.)

Business Name History

Name	Name Type
TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. (TRI-COUNTY CAP)	Legal
COMMUNITY ACTION IN COOS, CARROLL AND GRAFTON COUNTIES, INCORPORATED	Prev Legal

Non-Profit Corporation - Domestic - Information

Business ID:	63020
Status:	Good Standing
Entity Creation Date:	5/18/1965
Principal Office Address:	30 EXCHANGE ST BERLIN NH 03570
Principal Mailing Address:	30 Exchange Street Berlin NH 03570
Expiration Date:	Perpetual
Last Annual Report Filed Date:	12/29/2015 4:30:00 PM
Last Annual Report Filed:	2015

Registered Agent

Agent Name:	
Office Address:	No Address
Mailing Address:	No Address

Important Note: The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.

CERTIFICATE OF VOTE

I, Gary Coulombe, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Tri-County Community Action Program, Inc.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of

the Agency duly held on 02-23-2016:
(Date)

RESOLVED: That the Chief Executive Officer
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of

the 12th day of May, 2016.
(Date Contract Signed)

4. Robert G. Boschen, Jr. is the duly elected Chief Executive Officer
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

(Signature of the Elected Officer)

STATE OF New Hampshire

County of Coos

The forgoing instrument was acknowledged before me this 12th day of May, 2016

By Gary Coulombe .
(Name of Elected Officer of the Agency)

(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 6-19-18

SUZANNE C. FRENCH
Notary Public - New Hampshire
My Commission Expires June 19, 2018

Board Resolution: Resolution of the Corporation

That the Tri-County Community Action Program, Inc. Chief Executive Officer (CEO), Robert G. Boschen, Jr. and Randall Pilotte, Finance Director/Interim Chief Financial Officer (FD/ICFO) are hereby authorized on behalf of this Corporation to enter into contracts with the Federal Government, State of New Hampshire, and any other parties as deemed necessary and to execute any and all documents, agreements and other instruments and amendments, revisions or modifications thereto, as may be deemed necessary, desirable or appropriate for the Corporation; this authorization being in force and effective until September 30, 2016.

This resolution is made with the understanding that any new undertakings or commitments have a material impact to the purpose of our organization will be preceded by Board approval.

Approved by the Board of Directors on February 23, 2016.

Sandy Alonzo, Board Chairperson — Date 2/23/16

Gary Coulombe, Secretary of the Board — Date 2/23/16

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/2/2016

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	CONTACT NAME: Karen Shaughnessy	
FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	PHONE (A/C, No, Ext): (603) 669-3218	FAX (A/C, No): (603) 645-4331
	E-MAIL ADDRESS: kshaughnessy@crossagency.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Arch Ins Co	11150
INSURED Tri-County Community Action Program, Inc 30 Exchange Street Berlin NH 03570	INSURER B: AmGuard Insurance Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL157243649 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			NCPCKG0328200	7/1/2015	7/1/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			NCAUT0328200	7/1/2015	7/1/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Underinsured motorist	$ 1,000,000 $ $ $ $ 1,000,000
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			NCFXS0328200	7/1/2015	7/1/2016	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TRWC659784 (3a.) NH All officers included	7/1/2015	7/1/2016	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
A	Professional Liability			NCPCKG0328200	7/1/2015	7/1/2016	Per Occurence Aggregate	$1,000,000 $3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER

Department of Health & Human Services
129 Pleasant Street
Concord, NH 03301-3857

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Laura Perrin/KS5 Laura Perrin

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MISSION STATEMENT

Tri-County CAP is a group of people and projects dedicated to improving the lives and well-being of New Hampshire's people and communities.

We provide opportunities and support for people to learn and grow in self-sufficiency, and to get involved in helping their neighbors and improving the conditions in their communities.

Tri-County Community Action Programs... Helping people, changing lives.

TRI-COUNTY COMMUNITY ACTION PROGRAM, Inc. Is a private, non-profit 501(C) 3 corporation that is dedicated to improving the lives and well being of New Hampshire's people and communities. Formed on May 18, 1965, we provide opportunities and support for people to learn and grow in self-sufficiency and get involved in helping their neighbors and improving the conditions in their communities.

TRI-COUNTY COMMUNITY ACTION PROGRAM, Inc.

...Helping people, changing lives.

Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
AND AFFILIATE

CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEAR ENDED JUNE 30 2015
AND
INDEPENDENT AUDITORS' REPORT

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

CONSOLIDATED FINANCIAL STATEMENTS

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Leone, McDonnell & Roberts
PROFESSIONAL ASSOCIATION
CERTIFIED PUBLIC ACCOUNTANTS
WOLFEBORO • NORTH CONWAY
DOVER • CONCORD
STRATHAM

To the Board of Directors of
Tri-County Community Action Program, Inc.
Berlin, New Hampshire

INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of Tri-County Community Action Program, Inc. and affiliate (a New Hampshire nonprofit organization), which comprise the consolidated statement of financial position as of June 30, 2015, and the related consolidated statements of activities, cash flows, and functional expenses for the year then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgement, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Tri-County Community Action Program, Inc. as of June 30, 2015, and the changes in its net assets and its cash flows for the year then ended, in accordance with accounting principles generally accepted in the United States of America.

Other Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the consolidated financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 10, 2015, on our consideration of Tri-County Community Action Program, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Tri-County Community Action Program, Inc.'s internal control over financial reporting and compliance.

Leone, McDonnell & Roberts
Professional Association

December 10, 2015
North Conway, New Hampshire

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

CONSOLIDATED STATEMENT OF FINANCIAL POSITION
JUNE 30, 2015

ASSETS

CURRENT ASSETS	
Cash	$ 488,950
Accounts receivable	1,014,274
Pledges receivable	247,754
Inventories	116,150
Prepaid expenses	30,678
Total current assets	1,897,806
PROPERTY	
Property, plant, and equipment	13,468,105
Less accumulated depreciation	(4,588,525)
Property, net	8,879,580
OTHER ASSETS	
Restricted cash	540,395
Building refinance costs, net	15,365
Total other assets	555,760
TOTAL ASSETS	$ 11,333,146

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES	
Demand note payable	$ 700,252
Current portion of long term debt	271,685
Accounts payable	671,782
Accrued compensated absences	332,024
Accrued salaries	134,822
Accrued expenses	107,474
Refundable advances	191,343
Other liabilities	280,474
Total current liabilities	2,689,856
LONG TERM DEBT	
Long term debt, net of current portion	5,938,456
Interest rate swap at fair value	7,385
Total liabilities	8,635,697
NET ASSETS	
Unrestricted	1,951,539
Temporarily restricted	745,910
Total net assets	2,697,449
TOTAL LIABILITIES AND NET ASSETS	$ 11,333,146

See Notes to Consolidated Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

CONSOLIDATED STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2015

	Unrestricted	Temporarily Restricted	Total
REVENUES AND OTHER SUPPORT			
Grant and contracts	$ 13,563,675	$ 267,197	$ 13,830,872
Program funding	1,600,750	102,424	1,703,174
Utility programs	916,957	-	916,957
In-kind contributions	252,489	-	252,489
Contributions	116,342	20,841	137,183
Fundraising	43,415	-	43,415
Rental income	824,332	-	824,332
Interest income	485	-	485
Gain on disposal	16,560	-	16,560
Other revenue	91,349	-	91,349
Total revenues and other support	17,426,354	390,462	17,816,816
NET ASSETS RELEASED FROM RESTRICTIONS	307,765	(307,765)	-
Total revenues, other support, and net assets released from restrictions	17,734,119	82,697	17,816,816
FUNCTIONAL EXPENSES			
Program Services:			
Agency Fund	883,748	-	883,748
Head Start	2,289,054	-	2,289,054
Guardianship	767,955	-	767,955
Transportation	985,004	-	985,004
Volunteer	87,521	-	87,521
Workforce Development	449,251	-	449,251
Alcohol and Other Drugs	989,422	-	989,422
Carroll County Dental	496,634	-	496,634
Carroll County Restorative Justice	95,727	-	95,727
Support Center	249,099	-	249,099
Homeless	442,493	-	442,493
Energy and Community Development	7,433,283	-	7,433,283
Elder	1,088,328	-	1,088,328
Housing Services	172,157	-	172,157
Total program services	16,429,676	-	16,429,676
Supporting Activities:			
General and administrative	1,154,866	-	1,154,866
Fundraising	4,498	-	4,498
Total supporting activities	1,159,364	-	1,159,364
Total functional expenses	17,589,040	-	17,589,040
CHANGES IN NET ASSETS FROM OPERATIONS	145,079	82,697	227,776
OTHER INCOME			
Gain on interest rate swap	42,327	-	42,327
TOTAL CHANGES IN NET ASSETS	187,406	82,697	270,103
NET ASSETS, BEGINNING OF YEAR	1,764,133	663,213	2,427,346
NET ASSETS, END OF YEAR	$ 1,951,539	$ 745,910	$ 2,697,449

See Notes to Consolidated Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

CONSOLIDATED STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2015

CASH FLOWS FROM OPERATING ACTIVITIES	
Change in net assets	$ 270,103
Adjustments to reconcile change in net assets to net cash provided by operating activities:	
Depreciation and amortization	483,149
Gain on disposal of property	(16,560)
Gain on interest rate swap	(42,327)
Decrease (increase) in assets:	
Restricted cash	225,470
Accounts receivable	(180,597)
Pledges receivable	(247,754)
Inventories	(50,111)
Prepaid expenses	(3,392)
Other assets	818
Increase (decrease) in liabilities:	
Accounts payable	16,947
Accrued compensated absences	54,245
Accrued salaries	23,336
Accrued expenses	(8,588)
Refundable advances	(33,228)
Other liabilities	(125,119)
NET CASH PROVIDED BY OPERATING ACTIVITIES	366,392
CASH FLOWS FROM INVESTING ACTIVITIES	
Proceeds from disposal of property	57,159
Purchase of property and equipment	(286,141)
NET CASH USED IN INVESTING ACTIVITIES	(228,982)
CASH FLOWS FROM FINANCING ACTIVITIES	
Net advance of demand note payable	199,201
Proceeds from long-term debt	13,089
Repayment of long-term debt	(239,753)
NET CASH USED IN FINANCING ACTIVITIES	(27,463)
NET INCREASE IN CASH AND CASH EQUIVALENTS	109,947
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	379,003
CASH AND CASH EQUIVALENTS, END OF YEAR	$ 488,950
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:	
Cash paid during the year for:	
Interest	$ 233,577

See Notes to Consolidated Financial Statements

[illegible] COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2013

	Agency Fund	Head Start	Guardianship	Transportation	Volunteer	Workforce Development	Alcohol and Other Drugs	Carroll County Dental	Carroll County Restorative Justice	Support Center	Homeless	Energy and Development	Elder	Housing Services	Total	General & Administrative	Fundraising	Total
Direct Expenses																		
Payroll	$ 71,026	$ 1,082,802	$ 504,594	$ 464,848	$ 60,850	$ 245,876	$ 577,996	$ 294,190	$ 56,986	$ 150,077	$ 259,784	$ 1,149,181	$ 446,858	$ 17,214	$ 5,380,469	$ 634,111	$ -	$ 6,014,580
Payroll taxes and benefits	15,944	288,323	127,586	76,730	13,750	68,708	153,187	59,423	13,816	36,134	62,333	310,685	101,556	-	1,332,158	152,324	-	1,484,482
Assistance to clients	616	90	-	-	-	7,481	116	-	-	1,087	17,472	5,303,742	740	-	5,331,344	-	-	5,331,344
Consultants and contractors	12,558	24,230	4,726	12,420	-	-	19,343	14,993	7,715	3,000	13,866	14,927	48,490	-	176,199	30,030	-	206,219
Fiscal and administrative	1,149	24,370	9,646	3,397	1,586	245	4,703	5,454	755	548	1,546	38,143	9,037	30	98,887	99,584	-	198,291
Space costs and rentals	14,222	177,077	36,268	13,362	5,971	99,572	19,287	-	20,552	-	28,036	164,293	69,519	-	647,450	177,450	-	824,900
Consumable supplies	4,846	289,436	11,610	16,609	1,075	4,908	72,317	22,479	133	6,922	5,320	388,488	207,864	1,574	1,033,719	16,168	-	1,039,887
Maintenance of equipment and rental	4,351	1,229	10,770	3,422	-	200	1,061	100	-	-	346	24,732	4,189	-	50,393	15	-	50,393
Building and grounds maintenance	68,200	38,860	-	1,352	-	81	10,820	1,167	-	8,542	3,284	1,986	13,226	27,840	195,274	18	-	195,292
Utilities	175,573	23,084	16,078	19,281	742	7,500	48,544	8,786	1,090	20,622	20,746	38,178	31,587	26,813	428,744	8,559	-	436,303
Fixed fees	-	-	-	-	-	-	-	-	-	-	-	-	1,800	-	1,800	-	-	1,809
Travel and meetings	2,288	59,230	28,416	38,723	1,071	14,192	12,667	1,241	1,000	5,337	14,271	13,002	31,520	1,734	224,478	15,381	-	239,859
Vehicle expense	505	-	-	148,927	-	-	7,099	67	-	-	2,917	44,568	-	-	204,123	5,561	-	209,684
Insurance	114,050	26,347	1,107	56,738	787	-	21,858	2,265	-	6,438	9,125	44,863	-	15,541	298,739	4,316	-	309,055
Interest expense	183,045	48	-	433	29	-	6,983	40,496	-	-	2	1,128	6,238	24	-	238,573	2,729	-	241,246
Other direct program costs	13,721	13,592	12,118	8,125	289	-	12,014	1,316	-	70	3,130	(10,582)	5,759	14,009	64,954	8,616	4,498	78,068
Depreciation and amortization expense	181,049	14,259	4,656	110,839	-	-	23,329	43,616	-	10,025	1,752	10,277	9,940	67,396	483,148	-	-	483,148
In-kind expended	-	225,019	-	-	-	-	-	-	-	-	-	-	27,470	-	252,489	-	-	252,489
Total Direct Expenses	863,748	2,289,054	767,005	989,004	87,521	449,351	989,422	496,634	95,727	240,999	442,493	7,433,283	1,088,328	172,157	16,429,676	1,154,866	4,498	17,589,040
Indirect Expenses																		
Indirect costs	85,622	238,481	83,837	99,881	9,939	41,326	111,256	52,143	8,861	26,551	47,309	235,297	112,581	-	1,154,886	(1,154,886)	-	-
Total Direct & Indirect expenses	$ 949,370	$ 2,527,535	$ 851,782	$ 1,088,885	$ 97,460	$ 490,677	$ 1,100,680	$ 548,777	$ 104,588	$ 277,550	$ 489,802	$ 7,668,580	$ 1,200,909	$ 172,157	$ 17,584,542	$ -	$ 4,498	$ 17,589,040

See Notes to Consolidated Financial Statements.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEAR ENDED JUNE 30, 2015

NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Principles of Consolidation

The financial statements include the accounts of Tri-County Community Action Program, Inc. and its affiliate, Cornerstone Housing North, Inc. The two organizations are consolidated because Tri-County Community Action Program, Inc. controls 100% of the voting power of Cornerstone Housing North, Inc. All significant intercompany items and transactions have been eliminated from the basic financial statements. Tri-County Community Action Program, Inc. (the Organization) is a New Hampshire non-profit corporation that operates a wide variety of community service programs which are funded primarily through grants or contracts from various federal, state, and local agencies. Cornerstone Housing North, Inc. (a New Hampshire nonprofit corporation) was incorporated under the laws of the State of New Hampshire for the acquisition, construction and operation of community based housing for the Elderly.

Nature of activities

The Organization's programs consist of the following:

Agency

Tri-County CAP Administration provides central program management support and oversight to our many individual programs. This includes planning and budget development, bookkeeping and accounting, payroll and HR services, legal and audit services, IT support, management support, financial support and central policy development.

Tri-County CAP Administration is the liaison between Tri-County Community Action Program, Inc., Board of Directors and its programs, ensuring that programs comply with agreements made by the Board to funding sources and vendors.

Other responsibilities include the management and allocation of funding received through a Community Services Block Grant, as well as management of the Organization's real estate property.

Head Start

Head Start serves hundreds of children and their families in multiple classrooms and locations throughout three counties. Research demonstrates that children who are healthy learn better. Due to this fact, parents in our program receive assistance in completing medical and dental exams for their children. To further assist in breaking the cycle of poverty, each family enrolled in Head Start receives assistance in completing a family needs assessment, and subsequent support in achieving their self-sufficiency and personal improvement goals.

Guardianship

The Organization's Guardianship program provides advocacy and guardian services for the vulnerable population of New Hampshire residents (developmentally disabled, chronically mentally ill, traumatic brain injury, and the elderly suffering from Alzheimer's, dementia, and multiple medical issues) who need a guardian and who have no family member or friend willing, able, or suitable to serve in that capacity.

Transportation

The Organization's transit program provides various transportation services: public bus routes, door-to-door service by request, long distance medical travel to medical facilities outside our regular service area, and special trips for the elderly to go shopping and enjoy other activities that are located outside the regular service area. The Organization's fleet of 18 wheelchair accessible vehicles offers transportation options to the elderly and disabled, as well as to the general public.

Volunteer

Coos County Retired & Senior Volunteers Program (RSVP) maintains a minimum corps of 330 volunteers, ages 55 and older. These volunteers share their skills, life experiences, and time with over 50 local non-profit and public agencies throughout Coos County that depend on volunteer assistance to meet the needs of their constituents. Our volunteers donate over 50,000 hours yearly.

Workforce Development

The Organization is assisting transitional and displaced workers as they prepare for new jobs, and also assisting currently-employed workers to gain the skills required for better jobs.

The Organization is helping to implement New Hampshire's Unified State Plan for Workforce Development, in line with the federal Workforce Investment Act. Workforce training programs, with training facilities in three towns, provide temporary assistance for needy family (TANF) recipients with 20-30 hours per week of training in the areas of employment skills, computer skills, and business experience, and also place participating TANF recipients in community-based work experience sites.

Alcohol & Other Drugs (AOD)

Services provided through the AOD program include assisting the alcoholic/addicted person on the road to recovery, through three phases: Crisis Intervention, Sobriety Maintenance, and Assessment and Referral to appropriate treatment facilities. The Residential Treatment Programs (Friendship House) provide chemically dependent individuals with the fundamental tools of recovery, including educational classes, group and individual counseling, work and recreational therapy, and attendance at in-house and community-based alcoholics anonymous and narcotics anonymous meetings. The AOD program also offers assistance with its impaired driver programs.

The Friendship House, in December of 2014, had approximately $130,000 worth of investments and improvements due to assistance from Public Services of New Hampshire.

Carroll County Dental

The Tamworth Dental Center (the Center) offers high quality oral health care to children with NH Medicaid coverage. The Organization also serves uninsured and underinsured children and adults using a sliding fee scale that offers income-based discounts for care. The Center accepts most common dental insurances for those who have commercial dental insurance coverage. A school-based project of the Dental Center, School Smiles, offers oral health education, screening, treatment and referrals for treatment to over 1,000 children in 9 schools in the vicinity of the Center.

Carroll County Restorative Justice

The Organization's restorative justice program provides comprehensive alternatives to traditional court sentencing and dispute resolution within the framework of Balanced and Restorative Justice. Two key components of this process are personal accountability for one's actions (diversion) and alternative conflict resolution (mediation). Services are provided by in-house staff, volunteers, and partnered relations with other local service providers. Subsequent to year end, the Division was suspended.

Support Center

The Organization's Support Center at Burch House provides direct service and shelter to victims and survivors of domestic and sexual violence and stalking in Northern Grafton County. Support Center services are accessible 24 hours a day, 365 days a year. They include: crisis intervention; supportive counseling; court, hospital and policy advocacy and accompaniment; emergency shelter; support groups; community education and outreach; violence prevention programs for students; information, referrals and assistance accessing other community resources.

Homeless

Homeless services include an outreach intervention and prevention project that strives to prevent individuals and families from becoming homeless, and assists the already homeless in securing safe, affordable housing. The Organization provides temporary shelter space for homeless clients. The Organization also provides some housing rehabilitation services to help preserve older housing stock.

Energy and Development, and Community Contact

Energy programs provide fuel assistance, electric assistance, utility conservation, and weatherization measures including insulation, air-sealing, energy efficient lighting and refrigerators, hot water conservation measures, minor home repairs, and replacement windows and doors.

Community Contact sites allow local participants access to energy assistance programs and other emergency services. The offices provide information to the Organizations' clients about their other programs, as well as other programs available through other organizations in the community. The Organization consolidated its eight Community contact Offices to one office per county, located in Berlin (Coos), Ashland (Grafton) and Tamworth (Carroll). Clients may submit applications for assistance via e-mail, mail, phone, fax, or face-to-face intake appointments at one of the three offices. Community Contact has schedule site outreach in Lancaster, Lebanon, Woodsville and Colebrook; a schedule is published in the local papers listing the days and locations on a monthly basis. The Carroll County's office has been successful serving the needs of clients with this model for over ten years.

Elder

The Organization's Elder program provides senior meals in 15 community dining sites, home-delivered meals (Meals on Wheels) to the frail and homebound elderly, and senior nutrition education and related programming. The Coos County ServiceLink Aging & Disability Resource Center assists with Medicare counseling, Medicaid assistance, long-term care counseling services, and caregiver supports.

Housing Services

Cornerstone Housing North, Inc. is subject to a Project Rental Assistance Contract (PRAC) with the United States Department of Housing and Urban Development, and a significant portion of their rental income is received from the Department of Housing and Urban Development. The Organization includes a 12 unit apartment complex in Berlin, New Hampshire for the elderly. This operates under Section 202 of the National Housing Act and is regulated by the U.S. Department of Housing and Urban Development (HUD) with respect to the rental charges and operating methods. For Cornerstone Housing North, Inc., the rental income is part of the same program as the Section 202 Capital Advance and is considered a major program.

Method of accounting

The financial statements of Tri-County Community Action Program, Inc. have been prepared utilizing the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America, as promulgated by the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Under this basis, revenue, other than contributions, and expenses are reported when incurred without regard to the date of receipt or payment of cash.

Basis of presentation

Financial statement presentation follows the recommendations of the FASB in its Accounting Standard Codification No. 958 *Financial Statements of Not-For-Profit Organizations*. Under FASB ASC No. 958, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

The Organization had no permanently restricted net assets at June 30, 2015. The Organization had temporarily restricted net assets of $745,910 at June 30, 2015.

Restricted and unrestricted support

Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support, depending on the existence and/or nature of any donor restrictions. Support that is restricted is reported as an increase in temporarily or permanently restricted net assets, depending on the nature of the restriction.

When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

Unrestricted net assets include revenues and expenses and contributions which are not subject to any donor imposed restrictions. Unrestricted net assets can be board designated by the Board of Directors for special projects and expenditures.

Temporarily restricted net assets include contributions for which time restrictions or donor-imposed restrictions have not yet been met. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restriction.

Permanently restricted net assets include gifts which require, by donor restriction, that the corpus be invested in perpetuity and only the income or a portion thereof (excluding capital gains restricted by State statute) be made available for program operations in accordance with donor restrictions. The Organization had no permanently restricted net assets at June 30, 2015.

Fair Value Measurements

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability (i.e. the "exit price") in an orderly transaction between market participants at the measurement date. The accounting standards for fair values establishes a hierarchy for inputs used in measuring fair value that maximizes the use of observable inputs and minimizes the use of unobservable inputs by requiring that the most observable inputs be used when available. Observable inputs are inputs that market participants would use in pricing the asset or liability developed based on market data obtained from sources independent of the Organization. Unobservable inputs are inputs that reflect the Organization's assumptions about the assumptions market participants would use in pricing the asset or liability developed based on the best information available in the circumstances.

The hierarchy is classified into three levels based on the reliability of inputs as follows:

> ***Level 1***: Valuations based on quoted prices in active markets for identical assets or liabilities that the Organization has the ability to access. Since valuations are based on quoted prices that are readily and regularly available in an active market, valuation of these products does not entail a significant degree of judgment.
>
> ***Level 2***: Valuation is determined from quoted prices for similar assets or liabilities in active markets, quoted prices for identical instruments in markets that are not active or by model-based techniques in which all significant inputs are observable in the market.
>
> ***Level 3***: Valuations based on inputs that are unobservable and significant to the overall fair value measurement. The degree of judgment exercised in determining fair value is greatest for instruments categorized as Level 3.

The availability of observable inputs can vary and is affected by a wide variety of factors, including, the type of asset/liability, whether the asset/liability is established in the marketplace, and other characteristics particular to the transaction. To the extent that valuation is based on models or inputs that are less observable or unobservable in the market, the determination of fair value requires more judgment. In certain cases, the inputs used to measure fair value may fall into different levels of the fair value hierarchy. In such cases, for disclosure purposes the level in the fair value hierarchy within which the fair value measurement in its entirety falls is determined based on the lowest level input that is significant to the fair value measurement in its entirety.

Fair value is a market-based measure considered from the perspective of a market participant rather than an entity-specific measure. Therefore, even when market assumptions are not readily available, assumptions are required to reflect those that market participants would use in pricing the asset or liability at the measurement date.

As disclosed in **Note 6**, the note payable which bears monthly interest of 69% of the sum of the one month London Interbank Offered Rate (LIBOR) plus 3.25%, when the Organization's debt service coverage ratio is 1.10; or 3.00% when the Organization's debt service coverage ratio is 1.20 includes an interest rate swap agreement. The Organization's purpose in entering into a swap arrangement was to hedge against the risk of interest rate increases on the related variable rate debt and not to hold the instrument for trading purposes. The Organization pays interest at a fixed 3.85%. The arrangement is scheduled to expire on August 2040. The notional amount of the contract was $3,145,412. Accordingly, the swap arrangement, which is a derivative financial instrument, is classified as a cash flow hedge and is valued at the net present value (NPV) of all estimated future cash flows.

For the year ended June 30, 2015, the fair value of the interest rate swap was $7,385 and the unrealized gain was $42,327. The fair value of the swap is included on the balance sheet as a long term liability. No amounts have been reclassified as interest expense and based upon the Organization's intent to hold the derivative until expiration they do not expect to reclassify any unrealized gains or losses to interest expense.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year-end. Most of the receivables are amounts due from federal and state awarding agencies and are based upon reimbursement for expenditures made under specific grants or contracts. A portion of the accounts receivable balance represents amounts due from patients at Carroll County Dental and participants in the alcohol and other drug treatment programs. Past due receivables are written off at management's discretion using the direct write off method; this is not considered a departure from accounting principles generally accepted in the United State because the effects of the direct write method approximate those of the allowance method. Management selects accounts to be written off after analyzing past payment history, the age of the accounts receivable, and collection rates for receivables with similar characteristics, such as length of time outstanding. The Organization does not charge interest on outstanding accounts receivable.

Property and Depreciation

Acquisitions of buildings, equipment, and improvements in excess of $5,000 and all expenditures for repairs, maintenance, and betterments that materially prolong the useful lives of assets are capitalized. Buildings, equipment, and improvements are stated at cost less accumulated depreciation. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets. Depreciation expense related to assets used solely by an individual program is charged directly to the related program. Depreciation expense for assets used by more than one program is charged to the program based upon a square footage or other similar allocation. Depreciation expense related to administrative assets is included in the indirect cost pool and charged to the programs in accordance with the indirect cost plan. Maintenance and repairs are charged to expense as incurred.

Estimated useful lives are as follows:

Buildings and Improvements	20 to 40 years
Vehicles	5 to 8.5 years
Furniture and Equipment	5 to 15 years

Client Rents and HUD Rent Subsidy

Cornerstone Housing North, Inc.'s rents are approved on an annual basis by the Department of Housing and Urban Development. Rental increases are prohibited without such approval. The clients are charged rent equal to 30% of their income less adjustments allowed by the Department of Housing and Urban Development. Rent subsidies are received from the Department of Housing and Urban Development for the difference between the allowed rents and the amounts received from the clients.

Refundable Advances

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services or expenditures are performed or incurred. Funds received in advance of grantor conditions being met aggregated $191,343 as of June 30, 2015.

Nonprofit tax status

The Organization is a *not-for-profit* Section 501(c)(3) organization of the Internal Revenue Code. It has been classified as an Organization that is not a private foundation under the Internal Revenue Code and qualifies for a charitable contribution deduction for individual donors. The Organization files information returns in the United States. The Organization is no longer subject to examinations by tax authorities for years prior to 2011.

The Organization follows FASB ASC, *Accounting for Uncertainty in Income Taxes,* which clarifies the accounting for uncertainty in income taxes and prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. The Organization does not believe they have taken uncertain tax positions, therefore, a liability for income taxes associated with uncertain tax positions has not been recognized.

The Organization's Federal Form 990 (Return of Organization Exempt from Income Tax), is subject to examination by the IRS, generally for three years after it is filed.

Cornerstone Housing North, Inc. is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has determined the Organization to be other than a private foundation within the meaning of Section 509(a).

Retirement plan

The Organization maintains a tax sheltered annuity plan under the provisions of Section 403(b) of the Internal Revenue Code. All employees are eligible to contribute to the plan beginning on the date they are employed. Each employee may elect salary reduction agreement contributions in accordance with limits allowed in the Internal Revenue Code. Employer contributions are at the Organization's annual discretion. In January 2013, payments had ceased, therefore as of June 30, 2015, there were no discretionary contributions recorded. Further information can be obtained from the Organization's 403(b) audited financial statements.

Donated services and goods

Contributed noncash assets are recorded at fair value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as restricted support. In the absence of such stipulations, contributions of noncash assets are recorded as unrestricted support.

Donated property and equipment

Donations of property and equipment are recorded as support at their estimated fair value at the date of donation. Such donations are reported as unrestricted support unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted support. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired assets are placed in service as instructed by the donor. The Organization reclassifies temporarily restricted net assets to unrestricted net assets at that time.

Promises to Give

Conditional promises to give are not recognized in the financial statements until the conditions are substantially met. Unconditional promises to give that are expected to be collected within one year are recorded at the net realizable value. Unconditional promises to give that are expected to be collected in more than one year are recorded at fair value, which is measured as the present value of their future cash flows. The discounts on those amounts are computed using risk-adjusted interest rates applicable to the years in which the promises are received. Amortization of the discounts is included in the contribution revenue. In the absence of donor stipulations to the contrary, promises with payments due in future periods are restricted to use after the due date. Promises that remain uncollected more than one year after their due dates are written off unless the donors indicate that payment is merely postponed. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets.

As of June 30, 2015, there were promises to give that were absent of donor stipulations and therefore classified as temporarily restricted in the amount of $247,754. This amount was included in the grants and contracts on the Consolidated Statement of Activities.

Use of estimates
The presentation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

Fair Value of Financial Instruments
Accounting Standards Codification No. 825 (ASC 825), *Disclosures of Fair Value of Financial Instruments*, requires the Organization to disclose fair values of its financial instruments. The carrying amount of the Organization's financial instruments which consists of cash, accounts receivable, deposits and accounts payable, approximate fair value because of the short term maturity of those instruments.

Functional allocation of expenses
The costs of providing the various programs and other activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the program services and supporting activities benefited.

Program salaries and related expenses are allocated to the various program and supporting services based on actual or estimated time employees spend on each function as reported on a timesheet.

Workers Compensation expenses are charged to each program based upon the classification of the each employee and allocated to the various program based upon the time employees spend on each function as noted above.

Paid Leave is charged to a leave pool and is allocated to each program as a percentage of total salaries.

Fringe Benefits are charged to a Fringe Benefit Pool. These expenses include employer payroll taxes, pension expenses, health and dental insurance and unemployment compensation. The pool is allocated to each program based upon a percentage of salaries.

Depreciation expense is allocated to each program based upon specific assets used by the program and is reported as depreciation expense on the supplemental statements of functional expenses.

***Other Occupancy expense*:** expenses are applicable to assets which are used by multiple programs, primarily buildings are charged to the benefiting program based upon an analysis of square footage. Costs related to a building include depreciation, insurance, utilities, building maintenance, etc. These costs are reported as space costs on the supplemental statements of functional expenses.

Insurance: automobile insurance is allocated to programs based on vehicle usage; building liability insurance is allocated to programs based on square footage of the buildings; and insurance for furniture and equipment is allocated to programs using the book basis of the insured assets.

The remaining shared expenses are charged to an Indirect Cost Pool and are allocated to each program based upon a percentage of program expenses. The expenses include items such as administrative salaries, general liability insurance, administrative travel, professional fees and other expenses which cannot be specifically identified and charged to a program.

The Organization submits an indirect cost rate proposal for the paid leave, fringe benefits and other indirect costs to the U.S. Department of Health and Human Services. The proposal effective for the fiscal year beginning July 1, 2013 received provisional approval and is effective until amended at a rate of 12.3%. Per an email with a representative from the U.S. Department of Health and Human Services, the Agency reduced the rate to 12.2% for the year ended June 30, 2015.

Advertising policy

The Organization uses advertising to inform the community about the programs it offers and the availability of services. Advertising is expensed as incurred. The total cost of advertising for the year ended June 30, 2015 was $18,009.

NOTE 2. CASH AND CASH EQUIVALENTS

Cash and cash equivalents consist of cash on hand, funds on deposit with financial institutions, and investments with original maturities of three months or less. At year end and throughout the year, the Organization's cash balances were deposited with multiple financial institutions. At June 30, 2015, the balances on interest and non-interest bearing accounts were insured by the FDIC up to $250,000. At June 30, 2015, there was approximately $395,443 of deposits held in excess of the FDIC limit. Management believes the Organization is not exposed to any significant credit risk on cash and cash equivalents and considers this a normal business risk.

Cash Restrictions

The Organization is required to maintain a deposit account with a bank as part of the loan security agreement disclosed at **Note 6**. The required balance in the account is $52,497 and is restricted from withdrawal except to make payments of debt service or as approved by the US Department of Agriculture. Amounts withdrawn to make payments of debt service must be replenished with monthly deposits until the maximum required deposit balance is achieved. The balance as of June 30, 2015 was $11,135. The Organization was not in compliance with this requirement however, in May 2013, the client began making the required monthly deposits. The Organization has made all of their scheduled deposits for the year ended June 30, 2015. This amount is included in restricted cash on the Statement of Financial Position.

The Organization is required to maintain a deposit account with another bank as part of a bond issue (see bond payable in **Note 6**). The required balance in the account is $186,516 and is equal to the interest payments on the bond for a 12 month period. The balance as of June 30, 2015 was $186,721, and the Organization was in compliance with this requirement. This amount is included in restricted cash on the Statement of Financial Position.

The Organization maintains a deposit account on behalf of clients who participate in the Guardianship Services Program. The balance in the account is restricted for use on behalf of these clients and an offsetting liability is reported on the financial statements as other current liabilities. The total current liability related to this withdrawal at June 30, 2015 was $276,791. These amounts are included in other liabilities on the Statement of Financial Position. The total restricted cash within this account at June 30, 2015 was $271,547, and is included in the restricted cash balance on the Statement of Financial Position. The Organization was assessed a fee of $5,244 related to the unauthorized use of these funds in prior years. This amount was still outstanding at June 30, 2015 as no official notice or request for payment had been received by the Organization.

All cash related to Cornerstone Housing North, Inc. is restricted for certain uses in the Organization under rules and regulations prescribed by the Department of Housing and Urban Development. The total amount restricted at June 30, 2015 was $70,992.

NOTE 3. INVENTORY

In 2015, inventory included weatherization materials which have been purchased in bulk. These items are valued at the most recent cost. A physical inventory is taken annually. Cost is determined using the first-in, first-out (FIFO) method. Inventory at June 30, 2015, consists of weatherization materials totaling $116,150. The inventory related to the Northern Forest Heritage Park was considered to be in poor condition and not saleable. The inventory was written off in April 2015.

NOTE 4. PROPERTY

Property consists of the following at June 30, 2015:

	Capitalized Cost	Accumulated Depreciation	Net Book Value
Building	$10,599,723	$ 3,018,512	$ 7,581,211
Equipment	2,176,915	1,570,013	606,902
Land	691,467	-	691,467
	$13,468,105	$ 4,588,525	$ 8,879,580

The Organization has use of computers and equipment which are the property of state and federal agencies under grant agreements. The equipment, whose book value is immaterial to the financial statements, is not included in the Organization's property and equipment totals.

Depreciation expense for the year ended June 30, 2015 was $482,262.

The Organization also had building refinancing costs of $17,730 during the prior year. Amortization expense and accumulated amortization for the year ended June 30, 2015 was $887 and $2,365, respectively.

NOTE 5. ACCRUED EARNED TIME

Employees of the Organization are eligible to accrue vacation for a maximum of 240 hours. At June 30, 2015, the Organization had accrued a liability for future annual leave time that its employees had earned and vested in the amount of $332,024.

NOTE 6. LONG TERM DEBT

The long term debt of the Organization as of June 30, 2015 consisted of the following:

Note payable with. the USDA requiring 360 monthly installments of $1,746 including interest at 4.5% per annum. Secured by general business assets. Final installment due June 2024.	$ 133,110
Note payable with the USDA requiring 360 monthly installments of $1,664 including interest at 5% per annum. Secured by general business assets. Final installment due January 2027.	174,527
Note payable with the USDA requiring 360 monthly installments of $292 including interest at 4.75% per annum. Secured by general business assets. Final installment due April 2030.	33,651
Note payable with the USDA requiring 360 monthly installments of $74 including interest at 4.75% per annum. Secured by general business assets. Final installment due June 2029.	9,061

Note payable with a bank requiring 120 monthly installments of $475 including interest at 4.25% per annum. Secured by a first mortgage on a business condo. Final installment due December 2015.	2,820
Note payable with a bank requiring 120 monthly installments of $3,799 including interest at 6.75% per annum. Secured by first mortgages on two commercial properties. Final installment due April 2021.	444,989
Note payable to a related party, interest accrues 10% per annum, no monthly installments, full principal amount plus interest is due August 2012, informally extended.	12,578
Note payable to a non-profit organization (related party), interest accrues 5% per annum, no monthly installments, full principal plus interest due during the Organization's fiscal year end 2013, informally extended.	120,147
Bond payable with a bank requiring monthly installments of $15,260 including interest adjusted by a swap agreement with a fixed rate of 3.85%, adjusted by the difference between the fixed amount and a rate of interest equal to 69% of the sum of the 1 month LIBOR rate plus 3.25% (when the Organization's debt service coverage ratio is 1.10) or 3.00% (when the Organization's debt service coverage ratio is 1.20). Secured by first commercial real estate mortgage on various properties and assignment of rents at various properties. Final installment due August 2040.	2,948,780
Note payable with a bank requiring 240 monthly installments of $4,518 including interest at 4.16% per annum. Secured by second mortgage on commercial property. Final installment due December 2032.	462,878
Cornerstone Housing North, Inc. capital advance due to the Department of Housing and Urban Development. This capital advance is not subject to interest or principle amortization and will be forgiven after 40 years, or on August 1, 2047.	1,617,600

Cornerstone Housing North, Inc. mortgage payable due to New Hampshire Housing Finance Authority. The mortgage is not subject to interest or principle amortization. Payments are deferred for 40 years.	250,000
	6,210,141
Less current portion due within one year	(271,685)
Total long term debt	$5,938,456

The scheduled maturities of long term debt as of June 30, 2015 are as follows:

Years ending June 30	Amount
2016	$ 271,685
2017	142,297
2018	541,085
2019	129,965
2020	135,963
Thereafter	4,989,146
	$ 6,210,141

As described at **Note 2**, the Organization is required to maintain a reserve account with a bank for the first six notes payable listed above. In May 2013, the Organization began making monthly deposits to the reserve account, but had not yet accumulated the required balance. Failure to meet this requirement may be construed by the Government to constitute default; however, the awarding agency is aware of this issue and has not made a request for advanced payment. The balance in this account as of June 30, 2015 was $11,135.

Subsequent to year end, the Agency purchased two vehicles with note payables totaling $38,284. The future scheduled maturities of long term debt for these two vehicles are as follows:

Years ending June 30	Amount
2016	$ 4,778
2017	5,989
2018	6,738
2019	6,945
2020	6,952
Thereafter	8,942
	$ 38,284

NOTE 7. DEMAND NOTE PAYABLE

The Organization has available a $45,000 unsecured line of credit with Northway Bank. Borrowings under the line bear interest at 6.50% per annum, and totaled $28,045 at June 30, 2015.

The Organization has available a $750,000 line of credit with TD Bank which was secured with real estate mortgages and assignments of leases and rents on various properties as disclosed in the line of credit agreement. Borrowings under the line bear interest at 4.25% per annum, and totaled $400,000 at June 30, 2015. The line is subject to renewal each January.

The Organization has available a $25,000 line of credit with Bank of New Hampshire which is secured with all business assets of the Northern Forest Heritage Park. Borrowings under the line bear interest at 4.25% per annum, and totaled $15,509 at June 30, 2015. The Northern Forest Heritage Park was sold subsequent to fiscal year end, at which time the line of credit was paid off in full.

The Organization was issued an unsecured revolving line of credit in 2014 with the New Hampshire Department of Administration Services. On June 30, 2015, the outstanding debt totaled $256,698, which included accrued interest of $5,860.

NOTE 8. LEASES

Operating Leases

The Organization has entered into numerous lease commitments for space. Leases under non-cancelable lease agreements have various starting dates, lengths, and terms of payment and renewal. Additionally, the Organization has several facilities which are leased on a month to month basis. For the year ended June 30, 2015, the annual rent expense for leased facilities was $180,867.

Minimum future rental payments under non-cancelable operating leases having initial terms in excess of one year as of June 30, 2015, are as follows:

Years ending June 30	Amount
2016	$ 139,374
2017	92,385
2018	82,127
2019	68,688
2020	34,974
Thereafter	247,027
	$ 664,575

NOTE 9. IN-KIND CONTRIBUTIONS

Contributions of donated services that create or enhance non-financial assets or that require specialized skills and would typically need to be purchased if not provided by donation are recorded at their fair values in the period received.

The Organization records the value of in-kind contributions according to the accounting policy described in **Note 1**. The Head Start, Transportation and Elder Programs rely heavily on volunteers who donate their services to the Organization. These services are valued based upon the comparative market wage for similar paid positions. The Organization is also the beneficiary of a donation of in kind in the form of below market rent for some of the facilities utilized by the Head Start and Elder Programs. The value of the in-kind rent is recorded at the difference between the rental payment and the market rate for the property based upon a recent appraisal.

Many other individuals have donated significant amounts of time to the activities of the Organization. The financial statements do not reflect any value for these donated services since there is no reliable basis for making a reasonable determination.

NOTE 10. CONCENTRATION OF RISK

Tri-County Community Action Program, Inc. receives a large majority of its support from federal and state governments. For the year ended June 30, 2015, approximately $12,900,000 (73%) of the Organization's total revenue was received from federal and state governments. If a significant reduction in the level of support were to occur, it would have a significant effect on the Organization's programs and activities.

Cornerstone Housing North, Inc. receives a large majority of its support from the U.S. Department of Housing and Urban Development. For the year ended June 30, 2015 approximately 69% of the Organizations total revenue was derived from the U.S. Department of Housing and Urban Development. In the absence of additional revenue sources, the future existence of Cornerstone Housing North, Inc. is dependent upon the funding policies of the U.S. Department of Housing and Urban Development.

The majority of Cornerstone Housing North, Inc.'s assets are apartment projects, for which operations are concentrated in the elderly person's real estate market. In addition, the Organization operates in a regulated environment. The operation of the Organization is subject to administrative directives, rules and regulations of federal, state and local regulatory agencies, including, but not limited to, HUD. Such administrative directives, rules and regulations are subject to change by an act of Congress or an administrative change mandated by HUD. Such changes may occur with little notice or inadequate funding to pay for the related cost, including the administrative burden, to comply with the change.

NOTE 11. TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets are available for the following specific program services as of June 30, 2015:

NH Charitable Foundation Grant, Mt. Jasper	$ 32,653
Berlin Area Renewable Energy Initiative	7,281
RSVP Program Funds	7,112
10 Bricks Shelter Funds	122,252
Donations to Mahoosuc Trail	6,842
Community Contact	15,040
Donations to Maple Fund	1,825
FAP/EAP	38,117
Homeless Programs	47,677
Temporary Municipal Funding	247,754
Julien Fund (AOD)	575
Angelias Fund (AOD)	235
Loan Programs	36,291
Private Funding for Alcohol and Other Drug Program	50,000
L. CHIP – Brown Co. House	19,443
Restricted Buildings	112,813
Total temporarily restricted net assets	$ 745,910

NOTE 12. COMMITMENTS AND CONTINGENCIES

Grant Compliance

The Organization received funds under several federal and state grants. Under the terms of the grants the Organization is required to comply with various stipulations including use and time restrictions. If the Organization was found to be noncompliant with the provisions of the grant agreements, the Organization could be liable to the grantor or face discontinuation of funding.

Environmental Contingencies

On March 30, 2009 the Organization's Board of Directors agreed to secure ownership of a 1.2-acre site located in Berlin, New Hampshire. There are 2 buildings on this site designated as the East Wing and West Wing Buildings which were formerly used as a research and development facility for the Berlin Mills Company. The exterior soil and interior parts of the East Wing Building contained contaminants which required environmental remediation. In a letter dated May 2, 2012, the State of New Hampshire Department of Environment Services (the Department) noted that the remedial actions for the exterior soils and parts of the East Wing Building had been completed to the Department's satisfaction.

In addition, the Department noted that the contaminants related to the West Wing Building did not pose an exposure hazard to site occupants, area residents, and the environment provided the West Wing Building is maintained to prevent further structural deterioration. If further deterioration occurs and contaminants are released into the environment, the Organization could be required to take additional action including containment and remediation.

NOTE 13. RELATED PARTY TRANSACTIONS

As disclosed in **Note 6**, the Organization has a loan payable to the wife of the former Chief Executive Officer. Also in **Note 6**, the Organization has a loan payable to a non-profit organization which also provides pass-through state and federal funding for some of the Organization's programs. See **Note 6** for terms of the note payables. Total notes payable to related parties for the year ended June 30, 2015 was $132,725.

NOTE 14. RESIDUAL RECEIPTS ACCOUNT

Cornerstone Housing North, Inc.'s use of the residual receipts account is contingent upon HUD's prior written approval. The amount at June 30, 2015 was $2,010 and is included in restricted cash.

NOTE 15. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Non-recognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through December 10, 2015, the date the financial statements were available to be issued.

Subsequent to year end, but before the date of this report, the Organization sold the Northern Forest Heritage Park. At that time, the associated line of credit was paid off in full. Also, subsequent to year end, the Organization discontinued the Restorative Justice Division.

Subsequent to year end, the Organization purchased two vehicles with long term debt. The long term debt of the two vehicles consisted of the following:

Note payable to a financing company requiring 72 monthly installments of $312 including interest at 5.49% per annum. Secured by an Organization's vehicle. Final installment due August 2022.	$ 19,127
Note payable to a financing company requiring 72 monthly installments of $1,664 including interest at 5.54% per annum. Secured by an Organization's vehicle. Final installment due July 2022.	19,157
	38,284
Less current portion due within one year	(4,828)
Total long term debt	$ 33,456

The future principle payments are included in Note 6.

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2015

Federal Grantor/Pass Through Grantor/Program Title	Pass-through Entity Identifying Number	Federal CFDA Number	Federal Expenditures
U.S. Department of Health and Human Services			
Direct			
Head Start	01CH1041/48	93.600	2,261,736
Passed through New Hampshire Office of Energy and Planning			
Low-Income Home Energy Assistance (Admin.)	1033340	93.568	7,671
Low-Income Home Energy Assistance (Assurance 16)	1033340	93.568	34,456
Low-Income Home Energy Assistance (Admin.)	G-15B1NHLIEA	93.568	340,660
Low-Income Home Energy Assistance (Program)	G-15B1NHLIEA	93.568	5,145,190
Low-Income Home Energy Assistance (Assurance 16)	G-15B1NHLIEA	93.568	127,361
Low-Income Home Energy Assistance (HRRP)	1033553	93.568	28,315
Low-Income Home Energy Assistance (HRRP)	G-14B1NHLIEA	93.568	107,100
Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers (SEAS)	15AANHT3SP	93.044	10,806
Passed through New Hampshire Health and Human Services			
Community Services Block Grant	102-500731	93.569	121,031
Community Services Block Grant	102-500731	93.569	511,218
Temporary Assistance for Needy Families (NHEP Workplace Success)		93.558	309,724
Temporary Assistance for Needy Families (JARC)	102-500731	93.558	24,300
Preventative Health and Health Services Block Grant (Oral Health Program)	90072003	93.991	11,286
Special Programs for the Aging - Title III, Part D - Disease Prevention and Health Promotion Services (Sr Oral Health)	102-500731	93.043	3,150
Special Programs for the Aging - Title III, Part C - Nutrition Services (HD Meals)	541-500383	93.045	76,084
National Family Caregiver Support (Family Caregiver)		93.052	20,965
Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers (Sr Wheels)	512-500352	93.044	48,356
Medical Assistance Program (Options Counseling and I&R #7)		93.778	70,951
Medical Assistance Program (Transportation)		93.778	44,623
Nutrition Services Incentive Program (NSIP)		93.053	79,843
Social Services Block Grant (Title XX I&R)		93.667	9,269
Social Services Block Grand (HD Title III C2 units)		93.667	176,038
Social Services Block Grant (HD Title IIIB miles)		93.667	10,217
Social Services Block Grant (Title XX HD miles)		93.667	4,513
Special Programs for the Aging - Title III, Part C - Nutrition Services (Congregate Meals)	541-50000383	93.045	85,467
Affordable Care Act - Aging and Disability Resource Center (Options Counseling)		93.517	26,702
Centers for Medicare and Medicaid Services (SHIP)		93.779	12,707
Special Programs for the Aging - Title IV and Title II - Discretionary Projects (SMPP)		93.048	12,257
Special Programs for the Aging - Title IV and Title II - Discretionary Projects (SMPP Capacity Building)		93.048	6,706
Administration for Community Living - Medicare Enrollment Assistance Program (MIPPA)		93.071	2,405
Centers for Medicare and Medical Services (Marketplace Assister Services)		93.525	34,357
Centers for Medicare and Medical Services (Marketplace Assister Services)		93.525	11,947
Passed Through New Hampshire Coalition against Domestic and Sexual Violence			
Family Violence Prevention and Services/Battered Women's Shelters - Grants to States and Indian Tribes (SPIRDV)		93.671	26,446
Family Violence Prevention and Services/Battered Women's Shelters - Grants to States and Indian Tribes (DVS)		93.671	22,884
Passed through New Hampshire Division of Public Health Services			
Block Grants for Prevention and Treatment of Substance Abuse		93.959	267,651
Passed through New Hampshire Division of Child Support Services			
Projects for Assistance in Transition from Homelessness (PATH)		93.150	81,767
TOTAL U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES:			10,176,139
U.S. Department of Energy			
Passed through Governor's Office of Energy and Community Services			
Weatherization Assistance for Low-Income Persons	EE006169	81.042	16,658
Weatherization Assistance for Low-Income Persons	EE006169	81.042	196,742
Weatherization Assistance for Low-Income Persons	EE006169	81.042	74,663
TOTAL U.S. DEPARTMENT OF ENERGY:			288,063
U.S. Corporation for National and Community Service			
Direct			
Retired and Senior Volunteer Program	13SRANH001	94.002	66,717
TOTAL U.S. CORPORATION FOR NATIONAL AND COMMUNITY SERVICE:			66,717

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS - (CONTINUED)
FOR THE YEAR ENDED JUNE 30, 2015

Federal Grantor/Pass Through Grantor/Program Title	Pass-through Entity Identifying Number	Federal CFDA Number	Federal Expenditures
U.S. Department of Agriculture			
Direct			
Supplemental Nutrition Assistance Program (food stamps)		10.551	3,230
Rural Housing		10.433	2,110
Passed Through New Hampshire Department of Education			
Child and Adult Care Food Program		10.558	99,635
TOTAL U.S. DEPARTMENT OF AGRICULTURE:			104,975
U.S. Department of Homeland Security			
Direct			
Emergency Management Performance Grants (FEMA)	592200-001	97.042	8,392
TOTAL U.S. DEPARTMENT OF HOMELAND SECURITY:			8,392
U.S. Department of Justice			
Passed through New Hampshire Coalition Against Domestic and Sexual Violence			
Grants to Encourage Arrest Program (GTEAP)	2014-WE-AX-0036	16.590	2,173
Crime Victim Assistance (VOCA)		16.575	71,084
Sexual Assault Services Formula Program (SASP)	2012-KF-AX-0021	16.017	8,364
TOTAL U.S. DEPARTMENT OF JUSTICE:			81,621
U.S. Department of Transportation			
Passed through New Hampshire Department of Transportation			
Formula Grants for Rural Areas (Section 5311)		20.509	338,089
Enhanced Mobility of Seniors and Individuals with Disabilities (5310 POS, NCC)		20.513	54,989
Enhanced Mobility of Seniors and Individuals with Disabilities (5310 POS, MWVEC)		20.513	18,961
TOTAL U.S. DEPARTMENT OF TRANSPORTATION:			412,039
U.S. Department of Housing and Urban Development			
Passed through New Hampshire Office of Family Services			
Emergency Solutions Grant Program		14.231	32,512
Supportive Housing Program (HOIP)		14.235	127,553
Passed through the City of Berlin			
Community Development Block Grant		14.228	20,482
Passed through New Hampshire Health and Human Services then Southwestern Community Services			
Emergency Solutions Grant Program (Rapid Re-Housing and Prevention)		14.231	393
TOTAL U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT:			180,940
U.S. Department of Labor			
Passed through New Hampshire Department of Labor			
WIA Adult Program	2014-0004	17.258	64,099
WIA Dislocated Worker Formula Grants	2014-0004	17.278	63,090
TOTAL U.S. DEPARTMENT OF LABOR:			127,189
TOTAL EXPENDITURES OF FEDERAL AWARDS			$ 11,448,075

NOTE A - BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of Tri-County Community Action Program, Inc. under programs of the federal government for the year ended June 30, 2015. The information in this Schedule is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Because the Schedule presents only a selected portion of the operations of Tri-County Community Action Program, Inc., it is

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TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors of
Tri-County Community Action Program, Inc.
Berlin, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Tri-County Community Action Program, Inc. (a nonprofit organization), which comprise the consolidated statement of financial position as of June 30, 2015, and the related consolidated statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated December 10, 2015.

Internal Control Over Financial Reporting

In planning and performing our audit of the consolidated financial statements, we considered Tri-County Community Action Program Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the consolidated financial statements, but not for the purpose of expressing an opinion on the effectiveness of Tri-County Community Action Program Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Tri-County Community Action Program Inc.'s internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Tri-County Community Action Program Inc.'s consolidated financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of consolidated financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Leone, McDonnell & Roberts
Professional Association

December 10, 2015
North Conway, New Hampshire

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INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY OMB CIRCULAR A-133

To the Board of Directors of
Tri-County Community Action Program, Inc.
Berlin, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited Tri-County Community Action Program Inc.'s compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of Tri-County Community Action Program Inc.'s major federal programs for the year ended June 30, 2015. Tri-County Community Action Program Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of Tri-County Community Action Program Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Tri-County Community Action Program Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Tri-County Community Action Program Inc.'s compliance.

Opinion on Each Major Federal Program

In our opinion, Tri-County Community Action Program, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2015.

Report on Internal Control Over Compliance

Management of Tri-County Community Action Program, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Tri-County Community Action Program Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Tri-County Community Action Program, Inc.'s internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

Leone, McDonnell & Roberts
Professional Association

December 10, 2015
North Conway, New Hampshire

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2015

1. The auditors' report expresses an unmodified opinion on the consolidated financial statements of Tri-County Community Action Program, Inc.

2. No significant deficiencies relating to the audit of the consolidated financial statements are reported in the *Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards.*

3. No instances of noncompliance material to the consolidated financial statements of Tri-County Community Action Program, Inc. which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.

4. No significant deficiencies in internal control over major federal award programs during the audit are reported in the *Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance in Accordance with OMB Circular A-133.*

5. The auditors' report on compliance for the major federal award programs for Tri-County Community Action Program, Inc. expresses an unmodified opinion on all major programs.

6. There were no audit findings which the auditor would be required to report under section 510(a) of OMB Circular A-133.

7. The programs tested as major programs included:

   U.S. Dept. of Health & Human Services, Low Income Home Energy Assistance – CFDA #93.568

   U.S. Dept. of Health & Human Services, Heat Start – CFDA #93.600

   U.S. Department of Energy, Weatherization Assistance for Low-Income Persons – CFDA #81.042

   U.S. Dept. of Health & Human Services, Block Grants for Prevention and Treatment of Substance Abuse – CFDA #93.959

   U.S. Department of Transportation, Formula Grants for Rural Areas – CFDA #20.509

   U.S. Dept. of Agriculture, Child and Adult Care Food Program – CFDA #10.558

8. The threshold for distinguishing Type A and B programs was $343,382.

9. Tri-County Community Action Program, Inc. was determined not to be a low-risk auditee.

FINDINGS - FINANCIAL STATEMENTS AUDIT

None

FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARD PROGRAMS AUDIT

None

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

SUMMARY SCHEDULE OF PRIOR YEAR FINDINGS

FOR THE YEAR ENDED JUNE 30, 2014

Financial Statement Audit

FS-2014-001

Condition: The Organization records their monthly receivables based on the invoicing done by the Program Directors. The non-contract billings are recorded as miscellaneous receivables for the year-end balance. Management reviews subsequent cash receipts to capture any payments that may have been overlooked by a Program Director when completing their reports for year end.

A system needs to be developed to ensure that all financial information, including the receivable balances and estimates for allowance for doubtful accounts, is captured and reported in the financial statements.

Recommendation: The Organization should design and implement policies and procedures for the recording, reporting and collection of all receivables.

Prior Year Management Response: Management agrees with this finding. Due to the structure of the Organization, billing needs to be initiated by the program departments after reviewing their monthly results from their records and the Organization's accounting system. The Finance Department reviews the revenue and expense reports to review for flags (such as budget variances) that indicate possible unbilled items due to an unexpected revenue and expense imbalance. Monthly inquiries are made of Department Directors to ask about potential unbilled items. Written procedures will be created for Directors and/or their designees to follow to help prevent missed billings, receivable adjustments, and/or the accrual of as yet unbilled but earned receivables.

Current Status: During our testing, we noted that there were proper policies and procedures in place for the recording, reporting and collection of all receivables. Corrected.

FS-2014-002

Condition: The Organization failed to comply with the requirements to report net assets as unrestricted, temporarily restricted, and permanently restricted.

The Organization needs to have a process in place to identify restrictions on grants and donations, as well as monies received from Federal funds.

Recommendation: The Organization needs to develop a policy to properly record the donations and grants to the appropriate net asset classification.

Prior Year Management Response: Management agrees with this finding. The predecessor auditor and former fiscal management had discussions related to the treatment of the net asset section. The Organization decided to seek and utilize the guidance of the predecessor auditor. Before this finding current management was reviewing and questioning the prior recommended net asset classifications. After review of documentation and consulting with the current auditors, the current management concurs that net assets need to be classified differently and that specific written instructions are required to insure proper classification in the future. Subsequent to June 30, 2014, management analyzed the net asset balances and posted adjustments to properly classify net assets by restriction at June 30 2014.

Current Status: Corrected.

FS-2014-003

Condition: The Organization failed to design and implement procedures to control and monitor the use of a certain bank account and the proper recording of another account.

Controls over the bank accounts must be designed and implemented to prevent, or detect and correct, errors including misappropriations. A lack of internal control procedures over the Organization's bank accounts, noted above, and the reconciliation of those accounts.

One bank account was not properly recorded in the Organization's general ledger, resulting in an adjustment to the trial balance. Another bank account was reported on a cash basis, rather than an accrual basis, and had to be adjusted accordingly.

Recommendation: Management should further improve controls over the bank accounts in order to ensure that they are being reported properly.

Prior Year Management Response: Management agrees with this finding. Although immaterial to the financial statements in this instance, Management agrees that all bank accounts need to be recorded and reconciled properly due to the responsibility related to the custody of these cash assets. The Organization has corrected the issue related to both referenced accounts above and is performing further research to ensure no other such accounts have been omitted.

Current Status: Corrected.

TRI-COUNTY COMMUNITY ACTION PROGRAM Inc.

Serving Coos, Carroll & Grafton Counties

30 Exchange Street, Berlin, NH 03570 • (603) 752-7001 • Toll Free: 1-800-552-4617 • Fax: (603) 752-7607
Website: http://www.tccap.org • E-mail: admin@tccap.org
Chief Executive Officer: Michael W. Coughlin

BOARD OF DIRECTORS
FY2015

COÖS COUNTY

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Sandy Alonzo
Teacher

Treasurer
Cathy Conway
Vice President- Economic Development - NCIC

Secretary
Gary Coulombe
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Teacher

CARROLL COUNTY

Anne Barber
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Michael Dewar
Business Owner

Vice Chair
Dino Scala
Business Owner

Karolina Brzozowska
Rehab Specialist

GRAFTON COUNTY

Nancy Kitchen
Animal Trainer-
Squam Lakes Science Center

Linda Massimilla
State Representative

MICHAEL W. COUGHLIN, M.S.

Chief Executive – Nonprofit Sector

Complex, Multi-Site Operations ❖ Revenue & Margin Growth
Strategic Partnerships
Community & Public Engagement

Motivating and results driven; recognized for:

- ✓ Strategic planning and financial management
- ✓ Mentoring & developing inspired leaders
- ✓ Innovation, marketing and branding
- ✓ Entrepreneurial spirit
- ✓ Assuring highest quality standards
- ✓ Passionate advocacy for mission

EDUCATION

Master of Science, Social Work - Columbia University, New York, New York
Bachelor of Arts - Quinnipiac University, Hamden, Connecticut

PROFESSIONAL EXPERIENCE

REHABILITATIVE RESOURCES, INC. 2012 - 2013
One of the larger agencies providing services to people with developmental disabilities in Massachusetts. Serving hundreds of clients in 44 residential facilities, employment supports and day habilitation programs all over the state. $25 million in annual revenue and over 600 full and part-time staff.

- **CEO**

Recruited to this position at an agency in need of change, in a time of distress. Followed a 31-year CEO, and reporting to a Board of Directors that expects transformation. Re-configured the senior leadership team, designed a five-year strategic planning process, and began agency-wide healing and cultural re-invigoration.

- **Organizational Development:** Leveraged the agency's considerable reputational and financial assets into distinct advantages in preparing for its 5-year strategic plan.
  - Met nearly every employee directly, either through individual team meeting visits, or through three regional town hall-style events, the first time this has happened.
  - Launched company-wide strategic planning process, involving stakeholders at every level and region of the organization.

- **Executive Development:** Reorganized senior management team into a streamlined, truly decision-making group. Set the conditions and expectations to become a high performing team. Secured executive coaching for leaders where necessary.

- **Community and Market Development:** Met with all major funders to understand their perceptions of the company, and to re-set a new focus on customer service excellence. Performed evaluations of the competitive environment, and began to build strategic coalitions with potential partners for new business.

ARIZONA'S CHILDREN ASSOCIATION 2011 to 2012
Arizona's oldest multi-service nonprofit, located in every county in the state, serving over 45,000 children and families every year in over 20 different programs, including behavioral health, substance abuse, foster care. $40 million in annual revenue and nearly 750 full and part-time staff.

➢ **CEO**
Recruited to this position as successor to a 20-year CEO. Executed a financial turnaround: moving a projected $750,000 deficit to break-even status within five months.

- **Organizational Development:** Stabilized financials and worked with Board and staff to create an aggressive five-year plan for growth:
  - Engaged program leaders, Finance team and fundraising to overcome previous year's losses and improve performance in turning around current year financials.
  - Re-organized senior program leaders from regional structure to lines of business, resulting in much better program consistency and communication with staff.

- **Executive Development:** Empowered Executive team to make decisions without micro-managing. Created an environment where creativity and execution exist side by side.

- **Community Relations:** Reached out to community leaders, funders, donors, competitors and potential partners. Made sure to be accessible, to offer our agency's support.

GOODWILL INDUSTRIES OF NORTHERN NEW ENGLAND 2007 to 2010
Serving Maine, New Hampshire and Vermont, with $60 million in annual revenue. Employing 1400 people and serving over 20,000 individuals per year with services including developmental disability, brain injury and behavioral health. 25 stores and 30 program locations in three states.

➢ **CEO**
Recruited to this position to create and execute a new strategic plan. Increased annual revenue by $20 million in three years to $60 million. Doubled the number of clients served during the same period. Greatly improved employee and community relations.

- **Organizational Development:** Created Goodwill's strategic plan for Board approval, carried out its plans and achieved exceptional results:

  - Grew state and federal revenue by $10 million per year through increases in grants, fees and philanthropy.
  - Maximized growth of retail business, earning $10 million in new profitable revenue annually within three years.
  - Initiated and implemented two acquisitions of other nonprofits.
  - Increased agency margins each year, exceeding $1.9 million in F.Y. 2010.
  - Championed new initiatives in quality improvement, employee relations and safety.

- **Executive Development:** Stabilized and grew a strong executive team, breaking down silos to achieve trust and true team performance. Created learning opportunities and career development for staff at all levels.

- **Community and Government Relations:** Increased Goodwill's profile through improved marketing, branding and partnerships with other organizations. Built strong relations with Departments of Health and Human Services, Attorney General's Office and Congressional delegations. Greatly expanded engagement with volunteers.

GENESIS BEHAVIORAL HEALTH, Laconia, New Hampshire 2002 to 2007
One of ten community mental health programs licensed by the Division of Behavioral Health in New Hampshire. $8 million organization provides comprehensive mental health care.

➢ **Executive Director**
Recruited to this organization to assume management responsibility and implement an aggressive turnaround. Guided management team to drive growth and service quality. Grew revenue by 35%, generating over $1 million in new margins, in a time of shrinking state funds.

- ***Organizational Development:*** Directed organizational analysis, strategic planning and company-wide initiatives. Returned organization and balance sheet to fiscal health.
- ***Executive Development:*** Led a successful management restructuring, stabilizing the executive team. Helped Board of Directors become a stronger, more cohesive group.
- ***Community & Government Relations:*** Built a bridge to community and government through marketing and education events as well as personal contacts.

WARREN SHEPELL CONSULTANTS, Toronto, Ontario 2000 to 2001
One of Canada's leading behavioral health firms, supporting 1500+ client organizations and generating $35 million annually. Ranked one of "50 best managed private companies in Canada" by Arthur Andersen and Financial Post.

➢ **Vice President, Operations**

Managed nation-wide counseling operations provided by mental health professionals and para-professionals. Managed a $19 million budget.

- ***Staffing:*** Led a national network of over 1100 Doctorate and Master's level professionals, providing service to over 70,000 clients per year
- ***Service / Network Management & Expansion:*** Directed the management of 28 offices coast to coast, to support new contracts. Played key role in 18% one-year revenue growth and 20% profit margins.
- ***Business Development & PR:*** Participated in sales efforts, resulting in winning key accounts. Represented company as a media spokesperson.

CHC- WORKING WELL, Mississauga, Ontario 1989 to 2000
One of Canada's largest behavioral health providers. Contracts with 1200+ client organizations, generating $30 million annually.

- ➢ **Vice President, Research & Development** - 1998 to 2000
- ➢ **National Director, Client Services** - 1995 to 1998
- ➢ **Regional Manager, Client Services** - 1993 to 1995
- ➢ **Area Manager, Client Services** - 1991 to 1993
- ➢ **Employee Assistance Counselor** - 1989 to 1991

Extensive Board service involvement

Robert Boschen, Jr., CMA, MBA

WORK EXPERIENCE

Tri-County Community Action Program Falmouth, Maine — **Berlin, New Hampshire**
Chief Financial Officer — **June 2014 – Present**

- Chief Financial Officer responsible for financial operations and facilities management for a $20 million agency. Manage staff of 6.5 FTEs directly including the Facilities Manager position, which has additional staff.

Town of Falmouth — **Falmouth, Maine**
Director of Finance — **August 2011 – May 2014**

- Responsible for financial operations and reporting related to the $11 million budget for the Town – population 11,165 Responsible for the accounts payable for the combined Town/School budget of $42 million and investments of $30 million.

City of Waterville — **Waterville, Maine**
Director of Finance/Treasurer — **October 2006 – August 2011**

- Responsible for financial operations and reporting related to the $16 million budget for the City – population 15,600 - a service center that expands to roughly 40,000 during the work day. Finance area included, but is not limited to tax and fee collections, payroll, budgeting, accounting and financial analysis/forecasting, lien procedures and investments. Responsible for the accounts payable and payroll for the combined City/School budget of $36 million.

State of Maine, Department of Health and Human Services (DHHS), Augusta, Maine Nov 2003 - Oct 2006
Director of Finance for the Office of Medical Services (Medicaid) — ***Aug 2005 – Oct 2006***
Director of Finance & Reimbursement for Bureau of Medical Services (Medicaid) — ***Nov 2003 – Jul 2005***

- Responsible for financial operations, strategies and tactics for the over $2.3 billion budget for the MaineCare (Medicaid) and related Medicare budget. This consisted of approximately 25% to 30% of the State of Maine's budget and insures over 20% of the State of Maine's population.

M&H Logging and Construction — **Rangeley, Maine**
Controller — **September 2001 – November 2003**

- Responsible for the financials, human resources, and office operations (including information technology) for a construction business and its related entities including a logging corporation and a land enterprise. Company grew from 30 to 70 employees.

Franklin Community Health Network — **Farmington, Maine**
Controller — **October 1997 – September 2001**

- Reported directly to CFO for this rural health network that had about $63 million in revenues.

Aetna, Inc. and Aetna Life and Casualty — **September 1991- July 1997**
Aetna, Inc. - Aetna/US Healthcare - Midwest Region — ***Chicago, Illinois***
Director Planning and Budgeting — ***September 1996 - July 1997***

- Responsible for operating plans, membership reporting and budget for the Midwest region (one of six and the largest). $52 million in operating expenses. $1.4 billion revenue. $375 million projected profit.

Aetna Life & Casualty Company - Pharmacy - Finance Department — ***Middletown, Connecticut***
Director/CFO - Finance — ***February 1994 - September 1996***

- Complete responsibility for Finance Department. Reported to CEO. Cost center manager duties.
- $825 million in revenue in 1996. Exceeded $1.1 billion by 1997. Profits of $4 million in 1993 expanded to $32 million for 1996. Created 1996 to 1998 strategic plans.

Aetna Life & Casualty Company - Information Technology — ***Hartford, Connecticut***
Expense Management Consultant & Account Representative — ***September 1991 - February 1994***

United Technologies - Otis Elevator International/Hamilton Standard — **Connecticut**
Senior Tax Specialist, Consolidations Accountant & G/L Systems Admin. — **February 1988 - September 1991**

Kaiser Permanente, Accountant - Medical Group — **Hartford, Connecticut, Dec 1986 - Feb. 1988**

KMG Main Hurdman, Tax Specialist — **Stamford, Connecticut, March 1986 - Dec 1986**

PROFESSIONAL ORGANIZATIONS & EDUCATION

- Member of Institute of Management Accountants
- Passed the Certified Public Accountant Examination.
- The University of Connecticut, Storrs, Connecticut — Master of Business Administration
- The University of Connecticut, Storrs, Connecticut — Bachelor of Science in Business Administration - Finance

TRI-COUNTY COMMUNITY ACTION PROGRAM Inc.

Serving Coos, Carroll & Grafton Counties

30 Exchange Street, Berlin, NH 03570 • (603) 752-7001 • Toll Free: 1-800-552-4617 • Fax: (603) 752-7607
Website: www.tccap.org • E-mail: admin@tccap.org
Chief Executive Officer: Michael Coughlin

List of Key Administrative Personnel

		As of: January, 2015	This Contract	
Title	**Name**	**Annual Salary**	**Percentage**	**Amount**
Chief Executive Officer	Michael Coughlin	$140,000	0.00%	0
Chief Financial Officer	Robert Boschen	$100,000	0.00%	0

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF BUSINESS OPERATIONS
BUREAU OF CONTRACTS & PROCUREMENT

Jeffrey A. Meyers
Commissioner

Eric D. Borrin
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9558 1-800-852-3345 Ext. 9558
Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

April 11, 2016

Megan Yaple
NH Department of Justice
Office of the Attorney General
33 Capitol Street
Concord, New Hampshire 03301

Dear Attorney Yaple,

Please review the attached contract between the Department of Health and Human Services and Tri-County Community Action Program, Inc., (Vendor #177195 – B009), 30 Exhchange Street, Berlin, NH, 03570. The Agreement has been signed by the Department's Associate Commissioner and an authorized signor for the Vendor. The vendor provides nutrition and transportation services in Coos County. The Contractor requested a transfer of funds between the respective budget lines for transportation units and miles in order to better address client needs. The Department supports this transfer of State Fiscal Year 2016 funds. The Governor and Executive Council approved the original agreement on June 18, 2014 (item #109) and an Amendment on June 10, 2015 (Item #21) and Attorney Genral approved an Amendment on (June 23, 2015). There are no additional funds being requested in this amendment. This Amendment #3 will be effective upon the date of Attorney General approval. The source of funds are 60% Federal and 40% General Funds.

The following language is included in Exhibit B Amendmnet #1, paragraph 7 of the contract agreement:

7. Notwithstanding paragraph 18 of the General Provisions (Form P-37), an amendment limited to the terms of Exhibit B-1, B-2, B-3 and B-4 to transfer the amount of units from one service to another can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

I am asking that you review and sign off on this contract amendment as it does not need further action by the Governor and Executive Council.

The remainder of this letter is presented in the format typical of most Governor and Executive Council letters, so that you might have some context for your review.

EXPLANATION

Tri-County Community Action Program, Inc., has requested the transfer of funds described above in order to realign the budget to provide additional funding for transporations miles.

This transfer request is to change 300 of the agency's per client trips provided in Carroll County into miles. The agency is more rapidly depleting its allotted miles due to the more rural distances traveled. The transfer will enable the provision of an additional 8750 miles. The Contractor expects the transfer will provide enough transportation miles to support the overall client usage for the remainder of the state fiscal year.

Area Served: Coos and Carroll County.

Source of Funds: 55% Federal Funds from the Social Services Block Catalog of Federal Domestic Assistance (CFDA) # 93.667Grant and Administration for Community Living's Special Programs for the Aging-Title III, CFDA #s 93.044 and 93.045 and 45% General Funds.

Respectfully submitted,

Eric D. Borrin
Director

State of New Hampshire
Department of Health and Human Services
Amendment #3 to the Nutrition and Transportation Contract

This third Amendment to the Nutrition and Transportation Contract (hereinafter referred to as "Amendment #3") dated March 29, 2016 is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Tri-County Community Action Program, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation organized under the laws of the State of New Hampshire, with a place of business at 30 Exchange Street, Berlin, NH, 03570.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 18, 2014 (Item #109), and amended by an agreement (Amendment #1 to the Contract) approved by Governor and Executive Council on June 10, 2015 (Item #21) and amended by an agreement (Amendment #2 to the Contract) approved by the Attorney General on June 23, 2015, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 and Exhibit B, Amendment #1 paragraph #7 of the Agreement, which states that notwithstanding paragraph 18 of the P-37, an amendment limited to Exhibit B-1, B-2, B-3, and B-4 to transfer the amount of units from one service to another, can be made by written agreement of both parties and may be made without obtaining approval of G&C; and

WHEREAS, the State and the Contractor agree to transfer transportation units and miles within State Fiscal Year 2016, within the price limitation.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #3, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.

2. Amend Exhibit B-4 Title IIIB Transportation for 7/1/15-6/30/16 by deleting:

Period:	**7/1/15-6/30/16**		
Funding Source and Service	Projected Number of Units	Projected Number of Miles	Total Maximum Amount Allowed by Funding Source
Title IIIB Transportation	20,000	100,000	$205,000.00

Contractors Initials: AGB
Date: 5/11/16

And replacing with:

Period:	7/1/15-6/30/16		
Funding Source and Service	Projected Number of Units	Projected Number of Miles	Total Maximum Amount Allowed by Funding Source
Title IIIB Transportation	19,700	108,750	$205,000.00

This amendment shall be effective upon approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

4/18/16
Date

NAME Mary Ann Cooney
TITLE Associate Commissioner

Tri-County Community Action Program, Inc.

4-1-16
Date

NAME Robert G. Boschen, Jr.
TITLE Chief Executive Officer

Acknowledgement:
State of NH, County of Coos on 4-1-16, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Name and Title of Notary or Justice of the Peace
Suzanne C. French, Notary

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

4/27/14
Date

Name: Megan A. Lopez
Title: Attorney

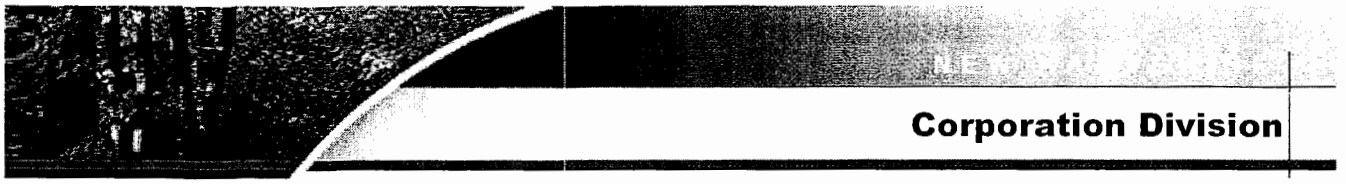
I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Contractors Initials: NCB
Date: 4/25/14



Search
By Business Name
By Business ID
By Registered Agent
Annual Report
File Online
Guidelines
Name Availability
Name Appeal Process

Date: 4/11/2016

Filed Documents

(Annual Report History, View Images, etc.)

Business Name History

Name	Name Type
TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. (TRI-COUNTY CAP)	Legal
COMMUNITY ACTION IN COOS, CARROLL AND GRAFTON COUNTIES, INCORPORATED	Prev Legal

Non-Profit Corporation - Domestic - Information

Business ID:	63020
Status:	Good Standing
Entity Creation Date:	5/18/1965
Principal Office Address:	30 EXCHANGE ST BERLIN NH 03570
Principal Mailing Address:	30 Exchange Street Berlin NH 03570
Expiration Date:	Perpetual
Last Annual Report Filed Date:	12/29/2015 4:30:00 PM
Last Annual Report Filed:	2015

Registered Agent

Agent Name:	
Office Address:	No Address
Mailing Address:	No Address

Important Note: The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. (TRI-COUNTY CAP) is a New Hampshire nonprofit corporation formed May 18, 1965. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1st day of May A.D. 2015

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Gary Coulombe, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Tri-County Community Action Program, Inc.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of

the Agency duly held on 2-23-2016:
(Date)

RESOLVED: That the Chief Executive Officer
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of

the 1st day of April, 2016.
(Date Contract Signed)

4. Robert G. Boschen Jr. is the duly elected Chief Executive Officer
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Coos

The forgoing instrument was acknowledged before me this 1st day of April, 2016,

By Gary Coulombe.
(Name of Elected Officer of the Agency)

(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 6-19-18

SUZANNE C. FRENCH
Notary Public - New Hampshire
My Commission Expires June 19, 2018

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/2/2016

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	CONTACT NAME: Karen Shaughnessy
FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: kshaughnessy@crossagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Arch Ins Co	11150
INSURER B: AmGuard Insurance Company	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Tri-County Community Action Program, Inc
30 Exchange Street

Berlin NH 03570

COVERAGES **CERTIFICATE NUMBER:** CL157243649 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			NCPCKG0328200	7/1/2015	7/1/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			NCAUT0328200	7/1/2015	7/1/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Underinsured motorist	$ 1,000,000 $ $ $ $ 1,000,000
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			NCFXS0328200	7/1/2015	7/1/2016	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TRWC659784 (3a.) NH All officers included	7/1/2015	7/1/2016	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
A	Professional Liability			NCPCKG0328200	7/1/2015	7/1/2016	Per Occurence Aggregate	$1,000,000 $3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER

Department of Health & Human Services
129 Pleasant Street
Concord, NH 03301-3857

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Laura Perrin/KS5 Laura Perrin

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State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Nutrition and Transportation Contract

This Second Amendment to the Nutrition and Transportation Contract (hereinafter referred to as "Amendment #2") dated June 11, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Tri-County Community Action Program, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation organized under the laws of the State of New Hampshire, with a place of business at 30 Exchange Street, Berlin, NH, 03570.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 18, 2014 (Item #109), and amended by an agreement (Amendment #1 to the Contract) approved by Governor and Executive Council on June 10, 2015 (Item #21), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 and Exhibit B paragraph #5 of the Agreement, which states that notwithstanding paragraph 18 of the P-37, an amendment limited to Exhibit B-1, B-2, and B-3 to transfer the amount of units from one service to another, can be made by written agreement of both parties and may be made without obtaining approval of G&C; and

WHEREAS, the State and the Contractor agree to transfer units within State Fiscal Year 2015, within the price limitation.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #2, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.

2. ~~Delete Exhibit B-1 and replace with Exhibit B-1 Amendment #1.~~

3. Delete Exhibit B-2 and replace with Exhibit B-2 Amendment #1.

Contractors Initials: ME
Date: 6-12-15

This amendment shall be effective upon approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/15/15
Date

Diane Langley
Director

Tri-County Community Action Program, Inc.

6-12-15
Date

NAME Michael Coughlin
TITLE CEO

Acknowledgement:
State of NH, County of Coos on 6-12-2015, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Suzanne C. French
Name and Title of Notary or Justice of the Peace

SUZANNE C. FRENCH
Notary Public - New Hampshire
My Commission Expires June 19, 2018

State of New Hampshire
Department of Health and Human Services
Nutrition and Transportation Services

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/23/15
Date

Name:
Title: Assistant Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Contractors Initials: MC
Date: 6-12-15

Exhibit B-1 Amendment #1
Home Delivered Meals
July 1, 2014 through June 30, 2015

TRI COUNTY COMMUNITY ACTION PROGRAM			
Col. A	Col. B	Col. C	Col. D
Funding	Projected Number of Home Delivered Meals	Projected Number of Miles	Total Maximum Amount Allowed by Funding
Title III C2	60,494	62,100	$ 312,025.90
Title XX	26,000	27,900	$ 134,470.00

Contractors Initials: MC
Date: 6-12-15

Exhibit B-2 Amendment [redacted]
Congregate Meals
July 1, 2014 through June 30, [redacted]5

TRI COUNTY COMMUNITY ACTION PROGRAM		
Col. A	Col. B	Col. C
Funding	Projected Number of Congregate Meals	Total Maximum Amount Allowed by Funding
Title III C1	[redacted]	$ 143,632.50

Contractors Initials: MC
Date: 6-12-15

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Nutrition and Transportation Contract

This first Amendment to the Nutrition and Transportation contract (hereinafter referred to as "Amendment #1") dated April 13, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Tri-County Community Action Program, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 18, 2014 (Item #109) (hereinafter referred to as the "Contract"), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37) and Exhibit C-1 Paragraph 3, the Department reserves the right to extend the completion date of the contract for up to two years to be exercised by mutual agreements by the parties, upon availability of funding, and acceptable performance of the Statement of Work, the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Department and the Contractor agree to extend the completion date by fifteen months, and to increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #1, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.7, Completion Date, by extending the date to September 30, 2016.
3. Amend General Provisions (Form P-37), Block 1.8, Price Limitation, to read: $1,789,049.50.
4. Amend General Provisions (Form P-37), Block 1.9, Contracting Officer for State Agency to read: Eric Borrin, Director of Contracts and Procurement.
5. Amend General Provisions (Form P-37), Block 1.10, to read: (603) 271-9558.
6. Delete in its entirety Exhibit A, Scope of Services and replace with Exhibit A Amendment #1, Scope of Services.
7. Amend Exhibit A-1 Geographic Area Form by extending the date to September 30, 2016.
8. Delete in its entirety Exhibit A-2 Congregate Site Information.

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9. Delete in its entirety Exhibit B, Method and Conditions Precedent to Payment and replace with Exhibit B Amendment #1, Method and Conditions Precedent to Payment.

10. Add Exhibit B-4

11. Delete in its entirety Standard Exhibit C, Special Provisions and replace with Exhibit C, Special Provisions.

12. Delete in its entirety, Exhibit C-1 Revisions to General Provisions, Section 4.

13. Delete in its entirety, Standard Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.

Contractor Initials: _____
Date: 4/27/15

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/5/15
Date

Diane Langley
Director

Tri-County Community Action Program, Inc.

4/27/15
Date

NAME Michael Coughlin
TITLE Chief Executive Officer

Acknowledgement:
State of NH, County of Coos on 4-27-15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Name and Title of Notary or Justice of the Peace

Suzanne C. French, Notary

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/22/15
Date

Name: Megan A. Yale
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Scope of Services

1. Purpose:

The contractor shall provide services in this contract to assist eligible people to live as independently as possible in safety and with dignity.

1.1. The services in this contract are intended for individuals who are not already receiving the same or similar services funded through other programs such as, but not limited to: the Medicaid State Plan, any of the Home and Community Based Care Waivers administered by the Department, the Medicaid Program, or services provided through the Veterans Administration.

2. Contract Period:

The commencement date of this contract shall be effective July 1, 2014 or the date of G& C approval, whichever is later. The completion of this contract shall be September 30, 2016.

3. Population:

Services are for individuals who reside in independent living settings and who meet the eligibility criteria as follows:

3.1. Title III

Individuals who are age 60 and older and with the most economic or social needs as described in:

- Older Americans Act as amended, Section 305,(a)(2)(E) and
- Title III Older Americans Act Services: Title IIB- Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, and Title IIID- Disease Prevention and Health Promotion Services, New Hampshire (NH) Administrative Rule He-E 502.

3.2. Title XX 42 USC §1397 et seq.

Individuals who are age 60 and up or ages 18-59 who a have a chronic illness or disability, and who have maximum monthly income in accordance with, the NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX).

4. Geographic Area to be served:

The Contractor shall provide and ensure delivery of the services listed in Paragraph 5 below to all eligible persons in the towns/cities listed in Geographic Area Exhibit A-1. Nothing in this Agreement shall be construed to limit the ability of the Contractor to provide said services to other eligible persons located in a town/city not listed in Exhibit A-1 when the Department requests the contractor to do so or when the contractor receives approval by the Department.

5. Services Provided in this Agreement

5.1. The Contractor will provide the services denoted by an "x" in 5.3 Services Table below, to the population defined in Paragraph 3 above.

5.2. The Contractor will provide the services denoted by an "x" in 5.3 Services Table below, in accordance with that service's applicable laws, rules, regulations, and terms and conditions in this Agreement.

5.3 Services Table			
	Home Delivered Meals Services	Congregate Meals Services	Transportation Services
Program:			
Title III	x	x	x
Title XX	x	NA	NA

NA means that service is not applicable to this contract.

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6. Service descriptions

6.1. Home-Delivered Meals (funded through Titles III and XX) are delivered to a client at his/her home. A client must be homebound and unable to prepare his/her own meals. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the client including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. Providers Contractors must ensure assure that a visual contact is made with each client in his/her home on each day that meals are delivered as an assurance of the individual's safety, with the exception of meals designated as emergency meals or frozen meals which are delivered to clients in advance of anticipated inclement weather conditions or other adverse conditions.

6.2. Home Delivered Meals funded by Title XX shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX) incorporated by reference into this Agreement.

6.3. Home Delivered Meals funded by Title III shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.

6.4. The Contractor agrees to perform the following: receive inquiries and applications; determine eligibility; notify applicants of eligibility; maintain records for each recipient; train staff and volunteers; monitor and evaluate services; maintain financial records; submit reports as requested to the Bureau of Elderly and Adult Services.

6.5. Congregate Meals (Community Dining) (funded through Title III) are provided in community settings, where individuals travel to a designated site to share a meal with other individuals. Advance registration is not required, and individuals register when arriving at the meal site. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the individual including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. The Contractor shall, within 10 days of the contract effective date submit for Department approval their congregate meal site information.

6.6. Congregate Meals funded by Title III shall be provided according to the rules and policies of the Bureau of Elderly and Adult Services (BEAS), including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older Americans Act of 1965 as amended, incorporated by reference into this Agreement.

6.7. Transportation (funded through Title III) provides transport in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization. Title III Transportation services do not include pleasure excursions that charge individuals a fee for participation.

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6.8. Transportation services funded by Title III shall be provided according to the rules and policies of BEAS, including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.

6.9. Transportation providers must be in compliance with all applicable Federal and State Department of Transportation and Department of Safety regulations. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500 and inspected in accordance with NH Administrative Rule Saf-C 3200. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing and NH Administrative Rule Saf-C 1800 Commercial drivers licensing, as applicable.

7. Service Compliance Requirements

7.1. Access to Services

7.1.1. Individuals access the services described in this contract through one of two ways. They may apply directly for services to the contractor or be referred to the contractor by the Adult Protective Services Program as a result of a substantiated report of neglect, abuse, or exploitation.

7.1.1.1. Client directly applies for services: The Contractor shall determine eligibility for these services in accordance with the rules and requirements of the Title III and Title XX Programs. The contractor shall determine the eligibility of the individual; and with the exception of Congregate Meals and Transportation, provide written notice of eligibility within 45 days from the date eligibility was determined, indicate what services are to be provided and their frequency, and indicate the beginning and end dates for individual's period of eligibility.

7.1.1.2. Client referred by Adult Protective Services (APS): The contractor does not take an application, determine or redetermine the client's eligibility or issue notifications. The client's case will be managed by the APS staff. The referral will a protective services plan that the APS worker puts into place to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, or exploitation.

7.2. Client Application/Request for Services

The Contractor shall complete an intake and application for services, in accordance with New Hampshire Administrative Rule He-E 500. Title XX Home-Delivered contractors shall use Form 3000 Application provided by DHHS. Title III Home-Delivered Meals contractors may use Form 3000 or a form of their own that includes the same information as the Form 3000. Congregate meals and transportation do not require an application per se but require participants to sign up for the service as a way to request the service. The Contractor submits these signature lists as verification that the service was provided.

7.3. Client Eligibility

7.3.1. The Contractor shall determine eligibility for services and shall be in compliance with both Title III and Title XX requirements regarding eligibility determination, notice of eligibility and the individual's period of eligibility as applicable.

7.3.2. In order for clients to be eligible to receive home-delivered meals through both Title III and Title XX, the client needs to demonstrate that he or she cannot prepare meals and that the individual is:

7.3.2.1. Homebound; or

7.3.2.2. Temporarily homebound due to recovery from illness or injury.

7.3.2.3. In order for clients to be eligible to receive congregate meals and transportation, they must be age 60 or older. They must sign up for these services prior to

receiving them. A written application is not required. Individuals who are less than 60 years of age may receive congregate meals if they are:

(1) The spouses of individuals who accompany them to the meal site;

(2) Individuals providing volunteer services at the congregate meal site during meal hours;

(3) Individuals with disabilities who reside at home with an individual who is receiving Title III services; and

(4) Individuals with disabilities under the age of 60 who are not older individuals, but who reside in housing facilities occupied by older individuals where congregate meals are provided.

7.3.3. Eligibility determination

The Contractor shall submit its policies and procedures for client eligibility determination for services to DHHS for review and approval, within 30 days of the start of each State Fiscal Year.

For Home Delivered Meals:
The Contractor shall provide a written notice of the eligibility decision, for individuals determined to be eligible to receive services, to the individual as soon as possible, but no later than 45 calendar days from the date of determination. This notice shall include:
1)The services to be provided, and when;
2)The eligibility period; and
3)Contact information for the contractor.

If the client is determined to not be eligible for service(s), the notice shall include:
1)The reason(s) for the denial;
2)A statement regarding the right of the individual or his or her authorized representative to request an informal resolution or appeal of the eligibility determination decision.
3)Contact information for requesting an appeal.

7.3.4. Redetermination of Service Eligibility.

The Contractor shall submit its policies and procedures for client eligibility redetermination for services to DHHS for review and approval, within 30 days of start of each State Fiscal Year.

For Home Delivered Meals:
1)The Contractor shall review the individual's service record annually while services are being provided. The review shall be completed within 30 days prior to the anniversary date on which eligibility began.
2)The Contractor shall make a decision to re-certify or terminate the individual's services based on the requirements contained in Title III and Title XX administrative rules and document the decision by making a notation in the individuals' service record.

7.3.5. Termination of Services.

Services shall be terminated when:
1)The individual or his or her authorized representative requests that the services be terminated;
2)The individual no longer meets the eligibility requirements for services;
3)Funding by the State for the service(s) is no longer available;
4)The individual did not reapply for services as required by program rules;
5)The individual has been admitted to a nursing home or residential care facility; or

6) The individual is deceased.

7.3.6. Service Authorizations for Eligible Clients.
Once the client has been determined eligible to receive home delivered meals and congregate meals services, the contractor shall obtain a service authorization from DHHS in order to be reimbursed from this contract for allowable costs in providing services to that client. Transportation services do not require service authorizations.

7.3.6.1. The Contractor shall submit a completed Form 3502 "Contract Service Authorization-New Authorization" for each client who has been determined eligible to receive home delivered and/or congregate meals services. More than one service may be included on a Form 3502. The completed Form 3502 shall be submitted to:

Bureau of Data Management
129 Pleasant Street
Concord, NH 03301

7.4. Client Assessments

The contractor shall assess the individual's needs and develop written service plans, keep written progress notes; and monitor and adjust service plans to meet the individual's needs in accordance with NH Administrative Rule 500.

7.5. Person centered provision of services

The Contractor agrees to incorporate into its agency's functions, policies, staff-client interactions and in the provision of all services in this Agreement the following Guiding Principles for Person-Centered Planning Philosophy:

7.5.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
- 7.5.1.1. Individual's wishes, values, and beliefs are considered and respected.
- 7.5.1.2. Individual is listened to; needs and concerns are addressed.
- 7.5.1.3. Individual receives the information he/she needs to make informed decisions.

7.5.2. Planning is responsive to the individual. His or her preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.

7.5.3. Services are designed, scheduled, and delivered to best meet the needs and preferences of the individual.

7.5.4. The system is committed to excellence and quality improvement:

7.5.5. Individual rights are affirmed and protected.

7.5.6. Individuals are protected from exploitation, abuse, and neglect.

7.5.7. The service system is accessible, responsive, and accountable to the individual.

7.5.8. Person-centered planning may be incorporated into existing service plans or documents already being used by the contractor.

7.6. Staffing

The Contractor agrees to adhere to the following staffing requirements:

7.6.1. Provide sufficient staff to perform all tasks specified in this Agreement. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients and geographic area as identified in this Agreement.

7.6.2. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their

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respective positions. This includes keeping up-to-date personnel and training records and documentation of all individuals requiring licenses and/or certifications. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to DHHS within thirty days of approval of the Contract Agreement. The plan shall include but not be limited to:

7.6.3. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;

7.6.4. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;

7.6.5. A description of time frames necessary for obtaining staff replacements;

7.6.6. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience; and

7.6.7. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

7.7. Service Delivery Verification

The following are the performance measure reporting requirements for each service identified in Section 1.

1) Eligibility:
   a) The number of applications for home delivered meals and the number of requests for congregate meals and transportation and
      i) The number and percent of applicants found eligible for each service; and
      ii) The number and percent of applicants found ineligible for each service.
      The contractor will indicate the reasons applicants were found ineligible and what quality improvement activities are to be initiated to address concerns about eligibility.

2) Quality and Appropriateness:
   a) Plans of Care: For home delivered meals the number and percent of individuals' plans of care contain evidence of person-centered planning
      i) The number and percent of individuals who have experienced a safety-related incident or accident which occurs during times of face-to-face contact with the client(s); The number and percent of individuals for whom a report to Adult Protective Services was made.
   b) Experience: The number and percent of individuals surveyed (via telephone, mail, e-mail, or face-to-face) who report their experiences with their services and providers have been satisfactory or better.
   c) The contractor will indicate the reasons why:
      i) For home delivered meals, applicants' plans of care did not include evidence of person-centered planning;
      ii) Applicants experienced safety-related incidents which occurs during times of face-to-face contact with the client(s); Applicants were referred to Adult Protective Services; and
      iii) The number and percent of individuals surveyed who reported their experiences with their services and providers were not satisfactory or better.
   d) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about the quality and appropriateness of care.

3) The Contractor must survey a sample of participants for each contracted service and provide their survey methodology, in writing, to BEAS.

4) Service Delivery
   a) The number of open cases at the end of each reporting period, and
      i) The number and percent of days individuals did not receive a planned service(s) due to the service(s) not being available due to inadequate staffing or other related provider issue or due to lack of transportation, etc.

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b) The Contractor will indicate the reasons applicants did not receive their planned services.
c) The Contractor will describe the quality improvement activities to be initiated to address identified concerns about service delivery.

7.8. Reporting Requirements:

7.8. Reporting Requirements:
The Contractor shall complete quarterly reports on a pre-defined electronic form provided by the Department. Quarterly is defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30. The Contractor shall submit the quarterly reports to the Department by October 15, January 15, April 15, and July 15 as applicable to each State Fiscal Year in the contract period. The data will include, but not be limited to the following:

- Expenses by program service provided. Service is defined as Home Delivered Meals, Congregate Meals & Transportation;
- Revenue, by program service provided, by funding source;
- Actual Units served, by program service provided, by funding source;
- Number of unduplicated clients served, by service provided, by funding source;
- Number of Title III and Title XX clients served with non-BEAS funds;
- Unmet need/waiting list; and
- Lengths of time clients are on a waiting list.

In addition, the Contractor shall complete the Home-Delivered Data Form and the Transportation Data Form provided by the Department. The Contractor shall submit the Forms to the Department by January 31 and July 31 as applicable to each State Fiscal Year in the contract period. The data will include, but not be limited to the following:

For home-delivered meals:

- the number of meals served by client and by town;
- the number of meals served in the aggregate; and
- the number of miles related to the delivery of meals in the aggregate.

For transportation:

- the number of clients served by town and in the aggregate;
- the number of miles in the aggregate;
- the nature of the transportation. Nature is defined as medical appointment, shopping, etc...; and
- the occupancy rate per vehicle.

7.9. Client Fees and Donations

7.9.1. Title III Services

Except as provided in paragraph 7.9.3, the NH Administrative Rule He-E 502.12 allows Title III contractors to ask individuals receiving services for a voluntary donation towards the cost of the service and provides guidance for requesting donations. The donation is to be purely voluntary, and no one can be refused services if they are unable or unwilling to donate.

The Contractor is required to report the total amount of collected donations on the quarterly report sent to BEAS Finance.

7.9.2. Title XX Services

The Contractor may charge fees to individuals receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to individuals seeking services. The Contractor shall comply with the New Hampshire Administrative Rule He-E 501 when establishing and charging fees to individuals. In

addition, the Contractor is required to report on the total amount of fees/income received for Title XX Services on the quarterly report sent to BEAS Finance.

7.9.2.1. The Contractor providing Title XX services may charge fees to clients, referred by APS staff, for whom reports of abuse, neglect, self-neglect and/or exploitation have not been founded. The Contractor is required to include the total amount of fees/income received for Title XX services, referred by APS staff, with the total amount of fees/income reported for Title XX Services, listed above, on the quarterly report sent to BEAS Finance.

7.9.3. Adult Protective Services

Under RSA 161-F: 42 et seq. BEAS provides protective services to incapacitated adults to prevent neglect, abuse or exploitation. When BEAS determines that an individual needs protective services as described in the Adult Protection Program NH Administrative Rules (He-E 700), the Contractor agrees that the payment received from BEAS for the specified services is payment in full for those services, and the provider agrees to refrain from making any attempt to secure additional reimbursement of any type from the individual for those services. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons in need of protective services.

7.9.3.2. Agencies providing Title III and/or Title XX services may not charge fees or ask donations from clients referred by the DHHS Adult Protective Services (APS) Program as long as these individuals remain active recipients of adult protective services as verified by Adult Protective Services staff.

7.10. Adult Protective Services

The Contractor will report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law.
The Contractor shall make a good faith effort to assure the provision of some level of services to those persons who the Department refers to the contracted agency and identifies the client in in need of protective services.
The Contractor shall follow the plan of care established by the APS social worker.
The contractor is expected to inform the referring APS staff of any changes in the individual's situation or other concerns, and the APS staffs are expected to inform the contractor of any information that may affect service provision.

7.11. E-Studio Electronic Information System

The Contractor shall be required to use BEAS' E-Studio electronic information system. E-Studio is BEAS' primary vehicle for uploading important information concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information. Contractor shall identify all of the key personnel who need to have E-Studio accounts to ensure that information from BEAS can be shared with the necessary agency staff. There is no cost to the contractor for BEAS to create an E-Studio account and no limit on the number of staff an agency identifies to have access to E-Studio. Contractor shall ensure that their E-Studio account(s) are kept current and that BEAS is notified when a staff member is no longer working in the program so his/her account can be terminated.

7.12. Criminal Background and Adult Protective Service Registry Checks

The contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services are required to complete a BEAS State Registry check before the staff member or volunteer begins providing services. In addition, all agency staff must undergo a NH Criminal Records Background check.

7.12.1. Contractor shall conduct a New Hampshire criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact.

7.12.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49, which require the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry.

7.13. Grievance and Appeals

The Contractor must maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and staff. The Contractor shall have grievance system in place that includes a grievance process and any grievances filed are to be available to DHHS upon request. At a minimum the process shall include the following:

a) Client name,
b) type of service,
c) date of written grievance,
d) nature/subject of the grievance,
e) who in the agency reconsiders agency decisions,
f) what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.

7.14. Privacy and Security of Client Information

DHHS is the designated owner of all data and shall approve all access to that data. The Contractor shall not have ownership of State data at any time. The Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law. Privacy policy statements may be developed and amended from time to time by the State and will be appropriately displayed on the State portal. The Contractor shall provide sufficient security to protect the State and DHHS data in network, transit, storage and cache. In the event of breach, the contractor shall notify the Department within one day from the date of breach.

7.15. Culturally and Linguistically Appropriate Standards of Care

The Contractor shall ensure equal access to quality services under this contract by providing culturally and linguistically appropriate services according to the following guidelines:

- Assess the ethnic/cultural needs, resources and assets of their community.
- Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment or to those with disabilities.
- When feasible and appropriate, provide clients of minimal English skills with interpretation services.
- Offer clients a forum through which they have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may require a response.
- When feasible and appropriate, identify communication access needs for clients who may be deaf or hard of hearing, and/or have vision or speech impairment and develop an individual communication plan for clients to receive services.

7.16. Wait Lists

7.16.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. The contract agency shall maintain a wait list in accordance with NH Administrative Rules He-E 501 and 502 when funding or resources are not available to provide the requested services. A wait list includes at a minimum:

a) Each contract agency shall include the following information on its wait list:
   i) The individual's full name and date of birth;
   ii) The name of the service being requested;
   iii) The date upon which the individual applied for services which shall be the date the application was receive by the contract agency or BEAS;
   iv) The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
   v) The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services;
   vi) The individual's assigned priority on the wait list, determined in accordance with (b) below;
   vii) A brief description of the individual's circumstances and the services he or she needs.
b) The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
   i) Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
   ii) Declining mental or physical health of the caregiver;
   iii) Declining mental or physical health of the individual;
   iv) Individual has no respite services while living with a caregiver; and
   v) Length of time on the wait list.
   vi) When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.
   vii) Individuals who are being served under protective services RSA 161-F: 42-57 shall be given priority status on the waitlist and in accordance with He-E 501.14 (f) and He-E 502.13.
   viii) Individuals with adult protective needs in accordance with RSA 161-F: 42-57 shall be exempt from the wait list.
c) When an individual is placed on the wait list, the contract agency shall notify the individual in writing
d) The wait list must be maintained during the contract period and available to BEAS upon request.

7.17. Notice of Failure to meet Service Obligations

1) In the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date, the Contractor shall give at least a ninety (90) day prior written notice addressed to the Bureau Director, Bureau of Elderly and Adult Services, of such in ability to meet service obligations.
2) Examples of failure to meet service obligations may include, but are not limited to:
   a) Reducing hours of operation
   b) Changing a geographic service area
   c) Closing or opening a site
3) The written notification shall include the following:
   a) The reasons for the inability to deliver services;
   b) How service recipients and the community will be impacted if the contractor is unable to provide services
   c) How service recipients and the community will be notified; and
   d) The Contractor's plan to transition clients into other services or refer the clients to other agencies.
4) The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:
   a) Service(s) are terminated or planned to be terminated prior to the termination date of the contract;

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b) The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State;
c) The Contractor terminates a services or services for any reason;
d) The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

7.18. Transition Process

The Contractor shall have a transition process for clients in the event that they maybe transitioned between DHHS contracted providers and shall submit their written transition process to DHHS within thirty days of approval of the Contract Agreement. The process shall ensure

a) Uninterrupted delivery of services for clients;
b) A method of notifying clients and/or the community about the transition. A staff member shall be available to address questions about the transition.

7.19. Compliance with Laws and Regulations

Services and Administration of the program services shall be provided in accordance with the applicable federal and state laws, Title III and Title XX rules, policies and regulations adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.

7.20. Contract Monitoring

The Contractor shall:

7.20.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.

7.20.2. Ensure the Department is provided with access that includes but is not limited to:

a) Data
b) Financial records
c) Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
d) Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
e) Scheduled phone access to Contractor principals and staff
f) Timely unscheduled phone response by Contractor principals and staff.

7.21. Financial Integrity Maintenance

7.21.1. Financial Reporting Requirements: In addition to the requirement for the Contractor to provide annual audited financial statements, the Contractor will provide to the State quarterly interim Balance Sheet and Profit and Loss Statements for the Contractor including separate statements for related parties. Quarterly is defined as the period of July 1 to September 30, October 1 to December 31, and January 1 to March 31, and April 1 to June 30. The Contractor shall submit the quarterly statements to the Department by October 31, January 31, April 31, and July 31 as applicable to each State Fiscal Year in the contract period. All statements must be certified by an officer of the reporting entity.

7.21.2. Corrective Action and or Termination: If after review of the contractor submitted information, and based on the following risk assessment, the State at its sole discretion, the State may:

1. Require a corrective action plan for identified deficiencies, or
2. Terminate the contract for reasons of risk to continued operation, services, or deliverables as required by the terms of the contract.

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7.21.3. Absence of Risk Conditional Termination: This section does not negate any rights the State may have relative to the contract.

7.21.4. Risk Assessment Process:
The State will analyze the financial information provided by Contractor. Such analysis will include calculation of the ratios set forth in Table A. The weighted average of the ratios is used to calculate a risk score as follows:

- Low Risk 70% and Above
- Moderate Risk From 26% to 69%
- High Risk 25% and Below

7.21.5. Weighted Average: The process for the scoring is

1. Calculate the individual ratio for the Contractor
2. Divide Contractor ratio by the benchmark to determine percentage above or below benchmark
3. Multiply Contractor percentage by "Percentage Weight of Risk Score"
4. Add the scores for the ratios as determined for each ratio in Steps 1 to 3.

7.21.6. The State will provide, upon request, the Risk calculations for the Contractor.

Table A - Risk Analysis Assessment Ratios Matrix

Category	*Name of Ratio*	*Description*	*How it is Calculated*	*What the Ratio Measures*	*Benchmark*	*Percentage of Total Risk Assessment*
Liquidity	Current Ratio	This ratio compares the Current Assets with the Current Liabilities.	CURRENT ASSETS / CURRENT LIABILITIES	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a ratio, and represents 15% of the total risk assessment value.	1.0:1	10.0%
Liquidity	Days Expense in Working Capital	This ratio calculates the number of day's expense that the working capital can support.	(CURRENT ASSETS - CURRENT LIAB) / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed in "number of days" and represents 15% of the total risk assessment value.	30	10.0%

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Table A - Risk Analysis Assessment Ratios Matrix						
Category	***Name of Ratio***	***Description***	***How it is Calculated***	***What the Ratio Measures***	***Benchmark***	***Percentage of Total Risk Assessment***
Liquidity	Days of Revenue In Accounts Receivable	This ratio calculates the number of days of revenue that are in accounts receivable.	(ACCOUNTS RECEIVABLE) / (REVENUE/365)	This ratio measures the performance of the accounts receivable function and the timeliness of revenue collection. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in days.	30	10.0%
Operating Results	Return on Equity	This ratio is a representation of the increase or decrease in net assets from the prior year.	INCREASE IN NET ASSETS / NET ASSETS	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Operating Results	Operation Income to Revenue	This ratio compares the current year's operating income with the current year's revenue.	OPERATING INCOME / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	3%	10.0%

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Table A - Risk Analysis Assessment Ratios Matrix						
Category	***Name of Ratio***	***Description***	***How it is Calculated***	***What the Ratio Measures***	***Benchmark***	***Percentage of Total Risk Assessment***
Operating Results	Cash Flow % of Revenue	This ratio calculates the company's cash flow as a percentage of revenue.	(INCREASE IN NET ASSETS + DEPRECIATION) / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	2%	10.0%
Leverage	Debt to Equity	This ratio compares total debt to equity.	(TOTAL ASSETS - NET ASSETS)/NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a ratio and represents 5% of the total risk assessment value.	0.7:1	5.0%
Leverage	Long Term Debt to Equity	This ratio compares long term debt to equity.	LONG TERM DEBT / NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 5% of the total risk assessment value.	100%	5.0%
Leverage	Debt Ratio	This ratio compares total debt to total assets.	(TOTAL ASSETS - NET ASSETS)/TOTAL ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk	50%	10.0%

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Table A - Risk Analysis Assessment Ratios Matrix						
Category	***Name of Ratio***	***Description***	***How it is Calculated***	***What the Ratio Measures***	***Benchmark***	***Percentage of Total Risk Assessment***
				assessment value.		
Reserves	Cash Flow to Total Debt	This ratio compares cash flow to total debt.	(OP. SURPLUS + DEPRECIATION) / (TOTAL ASSETS - NET ASSETS)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Reserves	Days Expense in Available Net Assets	This ratio calculates the number of day's expense that the net assets of the company can support.	NET ASSETS / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in "number of days" and this represents 10% of the total risk assessment value.	90	10.0%
						100.0%

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Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions (Form P-37) of this Agreement in consideration for the Contractor's compliance with the terms and conditions of this Agreement and for the services provided by the Contractor pursuant to Exhibit A Amendment #1, Scope of Services.

2. The following terms and conditions detailed this Exhibit B Amendment #1 shall apply to all applicable services identified in Exhibit A Amendment #1, Paragraph 5, unless expressly stated otherwise.

3. The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A Amendment #1, Paragraph 5, according to the following reimbursement rates:

Reimbursement Rates	Unit Types
$4.85	Per Home Delivered Meal
$5.50	Per Congregate Meal
$8.75	Per Person per day for Transportation Services
$.30	Per mile

4. Payment for contracted services will be in accordance with Exhibit B-1, Exhibit B-2, Exhibit B-3 and Exhibit B-4.

5. The General provisions (Form P-37) Block 1.6 Account Numbers are as follows:

   - 05-95-48-481010-78720000-512-500352
   - 05-95-48-481010-78720000-541-500383
   - 05-95-48-481010-78720000-544-500386
   - 05-95-48-481010-92550000-544-500386

6. This Contract is funded with federal funds made available under the Catalog of Federal domestic Assistance (CFDA) #'s, for the provision of services pursuant to Exhibit A Amendment #1, Scope of Services as follows:

   - 93.044 United States Department of Health and Human Services, Administration for Community, Living Special Programs for the Aging- Title IIIB
   - 93.045 United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging- Title IIIC-1
   - 93.045 United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging- Title IIIC-2
   - 93.667 United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant- Title XX

   6.1. The Contractor agrees to provide the services in Exhibit A Amendment #1, Scope of Services in compliance with funding requirements.

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7. Notwithstanding paragraph 18 of the General Provisions (Form P-37), an amendment, limited to the terms of Exhibit B-1, Exhibit B-2, Exhibit B-3 and Exhibit B-4, to transfer the amount of units from one service to another can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

8. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT).

9. The DHHS may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in accordance with the requirements and scope of services in Exhibit A Amendment #1; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.

10. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of required reports, or Contractor Site Review Reports, the State may review all units served to clients and number of miles per client incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any units served to clients and number of miles per client incurred that are not determined to be allowable or are determined to be served to ineligible clients and shall, by written notice specifying the disallowed costs, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs.

11. Form Submission:
    Prior to submittal of an invoice for the following Title III funded services: Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

    Prior to submittal of an invoice for Title XX Meals the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.

12. Invoice Submission:
    12.1. Meals
    Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual meals served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.
    Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual meals served during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

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A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.

12.1.1. Meals Mileage

Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Contract Service Authorization Form (#3502) and Meal and Mileage Invoices shall be sent to:
NH Department of Health and Human Services
Data Management Unit
129 Pleasant St, P.O. Box 2000
Concord, NH 03301

12.2. Title III Transportation:

The Contractor shall complete and submit a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served (unit being per client, per day) during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit. In addition, the Contractor shall complete a monthly transportation form. The form will be a predefined electronic form supplied by DHHS.

12.2.1. Title III Transportation Mileage

The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title III Transportation and Mileage invoices and the monthly transportation form shall be submitted to:
Financial Management
DHHS Bureau of Elderly and Adult Services
129 Pleasant St, Brown Building
Concord NH 03301

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Date 4/21/15

12.3. Contractor will have forty-five (45) days from the end of the contract period to submit final invoices to the Department for payment. Any adjustments made to a prior invoice, during these forty-five (45) days, will need to be accompanied by supporting documentation.

12.4. The DHHS will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.

12.5. The Contractor shall submit to DHHS the subcontractor's budget for review and approval. The Contractor shall submit to DHHS copies of their subcontractor's invoices for actual units served to clients and number of miles per client that support the requests for reimbursement, upon DHHS request.

Contractor Name:	Tri County Community Action Program, Inc.

Period:	7/1/15-6/30/16			7/1/16-9/30/16		
Funding Source and Service	Projected Number of Units	Projected Number of Miles	Total Maximum Amount Allowed by Funding Source	Projected Number of Units	Projected Number of Miles	Total Maximum Amount Allowed by Funding Source
Title III C-1 Congregate Meals	28,315		$155,732.50	7,079		$38,934.50
Title III C-2 Home Delivered Meals	58,000	62,100	$299,930.00	14,500	15,525	$74,982.50
Title IIIB Transportation	20,000	100,000	$205,000.00	5,000	25,000	$51,250.00
Title XX Home Delivered Meals	26,000	27,900	$134,470.00	6,500	6,975	$33,617.50

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SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS
As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Tri-County Community Action Program, Inc.

4/27/15
Date

Name: Michael Coughlin
Title: Chief Executive Officer

Subject: Nutrition and Transportation Services

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		**1.2 State Agency Address** 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Tri-County Community Action Program, Inc.		**1.4 Contractor Address** 30 Exchange Street Berlin, NH 03570	
1.5 Contractor Phone Number (603) 752-7001	**1.6 Account Number** See Exhibit B	**1.7 Completion Date** June 30, 2015	**1.8 Price Limitation** $795,132.50
1.9 Contracting Officer for State Agency Mary Maggioncalda		**1.10 State Agency Telephone Number** 603-271-9096	
1.11 Contractor Signature		**1.12 Name and Title of Contractor Signatory** Michael Coughlin Chief Executive Officer	

1.13 Acknowledgement: State of NH, County of Coos

5-16-14

On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal] Suzanne C. French

1.13.2 Name and Title of Notary or Justice of the Peace

Suzanne C. French, Notary exp: 6-19-18

1.14 State Agency Signature	**1.15 Name and Title of State Agency Signatory** Steri Rockburn Director
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:	Director, On:
1.17 Approval by the Attorney General (Form, Substance and Execution) By:	On: 5/28/14
1.18 Approval by the Governor and Executive Council By:	On:

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials: MC
Date: 5/16/14

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $2,000,000 per occurrence; and
14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials: WC
Date: 5/16/14

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials: MC
Date: 5/16/14

Scope of Services

1. Purpose:

The contractor shall provide services in this contract to assist eligible people to live as independently as possible in safety and with dignity.

1.1. The services in this contract are intended for individuals who are not already receiving the same or similar services through one of DHHS' Medicaid Waiver Programs, who are eligible for other NH Medicaid services or who are receiving the same or similar services through the Veterans' Administration.

2. Contract Period:

The commencement date of this contract shall be effective July 1, 2014 or the date of G& C approval, whichever is later. The completion of this contract shall be June 30, 2015.

3. Population:

Services are for individuals who reside in independent living settings and who meet the eligibility criteria as follows:

3.1. Title III

Individuals who are age 60 and older and with the most economic or social needs as described in:

- Older Americans Act as amended, Section 305,(a)(2)(E) and
- Title III Older Americans Act Services: Title IIB- Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, and Title IIID- Disease Prevention and Health Promotion Services, NH Administrative Rule He-E 502.

3.2. Title XX 42 USC §1397 et seq.

Individuals who are age 60 and older or ages 18-59 who have a chronic illness or disability, and a maximum monthly income of $1,194 for calendar year 2014 as described in:

- The Social Services Block Grant (Title XX), NH Administrative Rule He-E 501.

4. Geographic Area to be served:

The Contractor shall provide and ensure delivery of the services listed in Paragraph 5 below to all eligible persons in the towns/cities listed in Geographic Area Exhibit A-1. Nothing in this Agreement shall be construed to limit the ability of the Contractor to provide said services to other eligible persons located in a town/city not listed in Exhibit A-1 when the Department requests the contractor to do so or when the contractor receives approval by the Department.

5. Services Provided in this Agreement

	Services		
	Home Delivered Meals Services	Congregate Meals Services	Transportation Services
Program:			
Title III	x	x	x
Title XX	x	na	na

An "x" denotes that the Contractor shall provide that service to eligible individuals in accordance with all applicable laws, rules, regulations and terms and conditions of this Agreement.

Contractors Initials: WL
Date: 5/16/14

6. Service descriptions

6.1. Home-Delivered Meals (funded through Titles III and XX) are delivered to a client at his/her home. A client must be homebound and unable to prepare his/her own meals. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the client including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. Providers Contractors must ensure assure that a visual contact is made with each client in his/her home on each day that meals are delivered as an assurance of the individual's safety, with the exception of meals designated as emergency meals or frozen meals which are delivered to clients in advance of anticipated inclement weather conditions or other adverse conditions.

6.2. Home Delivered Meals funded by Title XX shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX) incorporated by reference into this Agreement.

6.3. Home Delivered Meals funded by Title III shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.

6.4. The Contractor agrees to perform the following: receive inquiries and applications; determine eligibility; notify applicants of eligibility; maintain records for each recipient; train staff and volunteers; monitor and evaluate services; maintain financial records; submit reports as requested to the Bureau of Elderly and Adult Services.

6.5. Congregate Meals (Community Dining) (funded through Title III) are provided in community settings, where individuals travel to a designated site to share a meal with other individuals. Advance registration is not required, and individuals register when arriving at the meal site. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the individual including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. The Contractor shall provide congregate meals at the locations, hours, and days identified in Exhibit A-2.

6.6. Congregate Meals funded by Title III shall be provided according to the rules and policies of the Bureau of Elderly and Adult Services (BEAS), including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older Americans Act of 1965 as amended, incorporated by reference into this Agreement.

6.7. Transportation (funded through Title III) provides transport in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization. Title III Transportation services do not include pleasure excursions that charge individuals a fee for participation.

6.8. Transportation services funded by Title III shall be provided according to the rules and policies of BEAS, including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.

6.9. Transportation providers must be in compliance with all applicable Federal and State Department of Transportation and Department of Safety regulations. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500 and inspected in accordance with NH Administrative Rule Saf-C 3200. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing and NH Administrative Rule Saf-C 1800 Commercial drivers licensing, as applicable.

7. Service Compliance Requirements

7.1. Access to Services

7.1.1. Individuals access the services described in this contract through one of two ways. They may apply directly for services to the contractor or be referred to the contractor by the Adult Protective Services Program as a result of a substantiated report of neglect, abuse, or exploitation.

7.1.1.1. Client directly applies for services: The Contractor shall determine eligibility for these services in accordance with the rules and requirements of the Title III and Title XX Programs. The contractor shall determine the eligibility of the individual; and with the exception of Congregate Meals and Transportation, provide written notice of eligibility within 45 days from the date eligibility was determined, indicate what services are to be provided and their frequency, and indicate the beginning and end dates for individual's period of eligibility.

7.1.1.2. Client referred by Adult Protective Services (APS): The contractor does not take an application, determine or redetermine the client's eligibility or issue notifications. The client's case will be managed by the APS staff. The referral will a protective services plan that the APS worker puts into place to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, or exploitation.

7.2. Client Application/Request for Services

The Contractor shall complete an intake and application for services, in accordance with New Hampshire Administrative Rule He-E 500. Title XX Home-Delivered contractors shall use Form 3000 Application provided by DHHS. Title III Home-Delivered Meals contractors may use Form 3000 or a form of their own that includes the same information as the Form 3000. Congregate meals and transportation do not require an application per se but require participants to sign up for the service as a way to request the service. The Contractor submits these signature lists as verification that the service was provided.

7.3. Client Eligibility

7.3.1. The Contractor shall determine eligibility for services and shall be in compliance with both Title III and Title XX requirements regarding eligibility determination, notice of eligibility and the individual's period of eligibility as applicable.

7.3.2. In order for clients to be eligible to receive home-delivered meals through both Title III and Title XX, the client needs to demonstrate that he or she cannot prepare meals and that the individual is:

7.3.2.1. Homebound; or

7.3.2.2. Temporarily homebound due to recovery from illness or injury.

7.3.2.3. In order for clients to be eligible to receive congregate meals and transportation, they must be age 60 or older. They must sign up for these services prior to

receiving them. A written application is not required. Individuals who are less than 60 years of age may receive congregate meals if they are:

(1) The spouses of individuals who accompany them to the meal site;

(2) Individuals providing volunteer services at the congregate meal site during meal hours;

(3) Individuals with disabilities who reside at home with an individual who is receiving Title III services; and

(4) Individuals with disabilities under the age of 60 who are not older individuals, but who reside in housing facilities occupied by older individuals where congregate meals are provided.

7.3.3. Eligibility determination

The Contractor shall submit its policies and procedures for client eligibility determination for services to DHHS for review and approval, within 30 days of the start of each State Fiscal Year.

For Home Delivered Meals:
The Contractor shall provide a written notice of the eligibility decision, for individuals determined to be eligible to receive services, to the individual as soon as possible, but no later than 45 calendar days from the date of determination. This notice shall include:
1)The services to be provided, and when;
2)The eligibility period; and
3)Contact information for the contractor.

If the client is determined to not be eligible for service(s), the notice shall include:
1)The reason(s) for the denial;
2)A statement regarding the right of the individual or his or her authorized representative to request an informal resolution or appeal of the eligibility determination decision.
3)Contact information for requesting an appeal.

7.3.4. Redetermination of Service Eligibility.

The Contractor shall submit its policies and procedures for client eligibility redetermination for services to DHHS for review and approval, within 30 days of start of each State Fiscal Year.

For Home Delivered Meals:
1)The Contractor shall review the individual's service record annually while services are being provided. The review shall be completed within 30 days prior to the anniversary date on which eligibility began.
2)The Contractor shall make a decision to re-certify or terminate the individual's services based on the requirements contained in Title III and Title XX administrative rules and document the decision by making a notation in the individuals' service record.

7.3.5. Termination of Services.

Services shall be terminated when:
1)The individual or his or her authorized representative requests that the services be terminated;
2)The individual no longer meets the eligibility requirements for services;
3)Funding by the State for the service(s) is no longer available;
4)The individual did not reapply for services as required by program rules;
5)The individual has been admitted to a nursing home or residential care facility; or

6) The individual is deceased.

7.3.6. Service Authorizations for Eligible Clients.
Once the client has been determined eligible to receive home delivered meals and congregate meals services, the contractor shall obtain a service authorization from DHHS in order to be reimbursed from this contract for allowable costs in providing services to that client. Transportation services do not require service authorizations.

7.3.6.1. The Contractor shall submit a completed Form 3502 "Contract Service Authorization-New Authorization" for each client who has been determined eligible to receive home delivered and/or congregate meals services. More than one service may be included on a Form 3502. The completed Form 3502 shall be submitted to:

Bureau of Data Management
129 Pleasant Street
Concord, NH 03301

7.4. Client Assessments

The contractor shall assess the individual's needs and develop written service plans, keep written progress notes; and monitor and adjust service plans to meet the individual's needs in accordance with NH Administrative Rule 500.

7.5. Person centered provision of services

The Contractor agrees to incorporate into its agency's functions, policies, staff-client interactions and in the provision of all services in this Agreement the following Guiding Principles for Person-Centered Planning Philosophy:

7.5.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
- 7.5.1.1. Individual's wishes, values, and beliefs are considered and respected.
- 7.5.1.2. Individual is listened to; needs and concerns are addressed.
- 7.5.1.3. Individual receives the information he/she needs to make informed decisions.

7.5.2. Planning is responsive to the individual. His or her preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.

7.5.3. Services are designed, scheduled, and delivered to best meet the needs and preferences of the individual.

7.5.4. The system is committed to excellence and quality improvement:

7.5.5. Individual rights are affirmed and protected.

7.5.6. Individuals are protected from exploitation, abuse, and neglect.

7.5.7. The service system is accessible, responsive, and accountable to the individual.

7.5.8. Person-centered planning may be incorporated into existing service plans or documents already being used by the contractor.

7.6. Staffing

The Contractor agrees to adhere to the following staffing requirements:

7.6.1. Provide sufficient staff to perform all tasks specified in this Agreement. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients and geographic area as identified in this Agreement.

7.6.2. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their

respective positions. This includes keeping up-to-date personnel and training records and documentation of all individuals requiring licenses and/or certifications. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to DHHS within thirty days of approval of the Contract Agreement. The plan shall include but not be limited to:

7.6.3. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;

7.6.4. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;

7.6.5. A description of time frames necessary for obtaining staff replacements;

7.6.6. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience; and

7.6.7. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

7.7. Service Delivery Verification

The following are the performance measure reporting requirements for each service identified in Section 1.

1) Eligibility:
   a) The number of applications for home delivered meals and the number of requests for congregate meals and transportation and
      i) The number and percent of applicants found eligible for each service; and
      ii) The number and percent of applicants found ineligible for each service.
      The contractor will indicate the reasons applicants were found ineligible and what quality improvement activity(ies) is/are to be initiated to address concerns about eligibility.

2) Quality and Appropriateness:
   a) Plans of Care: For home delivered meals the number and percent of individuals' plans of care contain evidence of person-centered planning
      i) The number and percent of individuals who have experienced a safety-related incident or accident which occurs during times of face-to-face contact with the client(s); The number and percent of individuals for whom a report to Adult Protective Services was made.
   b) Experience: The number and percent of individuals surveyed (via telephone, mail, e-mail, or face-to-face) who report their experiences with their services and providers have been satisfactory or better.
   c) The contractor will indicate the reasons why:
      i) For home delivered meals, applicants' plans of care did not include evidence of person-centered planning;
      ii) Applicants experienced safety-related incidents which occurs during times of face-to-face contact with the client(s); Applicants were referred to Adult Protective Services; and
      iii) The number and percent of individuals surveyed who reported their experiences with their services and providers were not satisfactory or better.
   d) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about the quality and appropriateness of care.

3) The Contractor must survey a sample of participants for each contracted service and provide their survey methodology, in writing, to BEAS.

4) Service Delivery
   a) The number of open cases at the end of each reporting period, and
      i) The number and percent of days individuals did not receive a planned service(s) due to the service(s) not being available due to inadequate staffing or other related provider issue or due to lack of transportation, etc.

b) The Contractor will indicate the reasons applicants did not receive their planned services.
c) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about service delivery.

7.8. Reporting Requirements:

Contractors shall complete quarterly reports which will be a pre-defined electronic form supplied by DHHS. The report must be submitted by the 15th of the month following the quarter end. The data will include, but not be limited to the following:

- Expenses by program service provided. Service is defined as Home Delivered Meals, Congregate Meals & Transportation;
- Revenue, by program service provided, by funding source;
- Actual Units served, by program service provided, by funding source;
- Number of unduplicated clients served, by service provided, by funding source;
- Number of Title III and Title XX clients served with non-BEAS funds;
- Unmet need/waiting list; and,
- Lengths of time clients are on a waiting list.

In addition, the Contractor shall complete the Home-Delivered Data Form and the Transportation Data Form two (2) times per year. These forms will be due January 31, 2015 and July 31, 2015. The form will be a pre-defined electronic form supplied by DHHS. The data will include, but not be limited to the following:

For home-delivered meals:

- the number of meals served by client and by town;
- the number of meals served in the aggregate;
- the number of miles related to the delivery of meals in the aggregate.

For transportation:

- the number of clients served by town and in the aggregate;
- the number of miles in the aggregate;
- the nature of the transportation. Nature is defined as Medical appointment, shopping, etc...;
- the occupancy rate per vehicle.

7.9. Client Fees and Donations

7.9.1. Title III Services

Except as provided in paragraph 7.9.3, the NH Administrative Rule He-E 502.12 allows Title III contractors to ask individuals receiving services for a voluntary donation towards the cost of the service and provides guidance for requesting donations. The donation is to be purely voluntary, and no one can be refused services if they are unable or unwilling to donate.

The Contractor is required to report the total amount of collected donations on the quarterly report sent to BEAS Finance.

7.9.2. Title XX Services

The Contractor may charge fees to individuals receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to individuals seeking services. The Contractor shall comply with the New Hampshire Administrative Rule He-E 501 when establishing and charging fees to individuals. In addition, the Contractor is required to report on the total amount of fees/income received for Title XX Services on the quarterly report sent to BEAS Finance.

7.9.2.1. The Contractor providing Title XX services may charge fees to clients referred by APS staff for whom reports of abuse, neglect, self-neglect and/or exploitation have not been founded. The Contractor is required to include the total amount of fees/income received for Title XX services, referred by APS staff, with the total amount of fees/income reported for Title XX Services, listed above, on the quarterly report sent to BEAS Finance.

7.9.3. Adult Protective Services

Under RSA 161-F: 42 et seq. BEAS provides protective services to incapacitated adults to prevent neglect, abuse or exploitation. When BEAS determines that an individual needs protective services as described in the Adult Protection Program NH Administrative Rules (He-E 700), the Contractor agrees that the payment received from BEAS for the specified services is payment in full for those services, and the provider agrees to refrain from making any attempt to secure additional reimbursement of any type from the individual for those services. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons in need of protective services.

7.9.3.2. Agencies providing Title III and/or Title XX services may not charge fees or ask donations from clients referred by the DHHS Adult Protective Services (APS) Program as long as these individuals remain active recipients of adult protective services as verified by Adult Protective Services staff.

7.10. Adult Protective Services

The Contractor will report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law.
The Contractor shall make a good faith effort to assure the provision of some level of services to those persons who the Department refers to the contracted agency and identifies the client in in need of protective services.
The Contractor shall follow the plan of care established by the APS social worker.
The contractor is expected to inform the referring APS staff of any changes in the individual's situation or other concerns, and the APS staffs are expected to inform the contractor of any information that may affect service provision.

7.11. E-Studio Electronic Information System

The Contractor shall be required to use BEAS' E-Studio electronic information system. E-Studio is BEAS' primary vehicle for uploading important information concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information. Contractor shall identify all of the key personnel who need to have E-Studio accounts to ensure that information from BEAS can be shared with the necessary agency staff. There is no cost to the contractor for BEAS to create an E-Studio account and no limit on the number of staff an agency identifies to have access to E-Studio. Contractor shall ensure that their E-Studio account(s) are kept current and that BEAS is notified when a staff member is no longer working in the program so his/her account can be terminated.

7.12. Criminal Background and Adult Protective Service Registry Checks

The contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services are required to complete a BEAS State Registry check before the staff member or volunteer begins providing services. In addition, all agency staff must undergo a NH Criminal Records Background check.

7.12.1. Contractor shall conduct a New Hampshire criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact.

7.12.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49, which require the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry.

7.13. Grievance and Appeals

The Contractor must maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and staff. The Contractor shall have grievance system in place that includes a grievance process and any grievances filed are to be available to DHHS upon request. At a minimum the process shall include the following:

a) Client name,
b) type of service,
c) date of written grievance,
d) nature/subject of the grievance,
e) who in the agency reconsiders agency decisions,
f) what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.

7.14. Privacy and Security of Client Information

DHHS is the designated owner of all data and shall approve all access to that data. The Contractor shall not have ownership of State data at any time. The Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law. Privacy policy statements may be developed and amended from time to time by the State and will be appropriately displayed on the State portal. The Contractor shall provide sufficient security to protect the State and DHHS data in network, transit, storage and cache. In the event of breach, the contractor shall notify the Department within one day from the date of breach.

7.15. Culturally and Linguistically Appropriate Standards of Care

The Contractor shall ensure equal access to quality services under this contract by providing culturally and linguistically appropriate services according to the following guidelines:

- Assess the ethnic/cultural needs, resources and assets of their community.
- Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment or to those with disabilities.
- When feasible and appropriate, provide clients of minimal English skills with interpretation services.
- Offer clients a forum through which they have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may require a response.
- When feasible and appropriate, identify communication access needs for clients who may be deaf or hard of hearing, and/or have vision or speech impairment and develop an individual communication plan for clients to receive services.

7.16. Wait Lists

7.16.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. The contract agency shall maintain a wait list in accordance with NH Administrative Rules He-E 501 and 502 when funding or resources are not available to provide the requested services. A wait list includes at a minimum:

a) Each contract agency shall include the following information on its wait list:
   i) The individual's full name and date of birth;
   ii) The name of the service being requested;
   iii) The date upon which the individual applied for services which shall be the date the application was receive by the contract agency or BEAS;
   iv) The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
   v) The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services;
   vi) The individual's assigned priority on the wait list, determined in accordance with (b) below;
   vii) A brief description of the individual's circumstances and the services he or she needs.
b) The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
   i) Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
   ii) Declining mental or physical health of the caregiver;
   iii) Declining mental or physical health of the individual;
   iv) Individual has no respite services while living with a caregiver; and
   v) Length of time on the wait list.
   vi) When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.
   vii) Individuals who are being served under protective services RSA 161-F: 42-57 shall be given priority status on the waitlist and in accordance with He-E 501.14 (f) and He-E 502.13.
   viii) Individuals with adult protective needs in accordance with RSA 161-F: 42-57 shall be exempt from the wait list.
c) When an individual is placed on the wait list, the contract agency shall notify the individual in writing
d) The wait list must be maintained during the contract period and available to BEAS upon request.

7.17. Notice of Failure to meet Service Obligations

1) In the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date, the Contractor shall give at least a ninety (90) day prior written notice addressed to the Bureau Director, Bureau of Elderly and Adult Services, of such in ability to meet service obligations.
2) Examples of failure to meet service obligations may include, but are not limited to:
   a) Reducing hours of operation
   b) Changing a geographic service area
   c) Closing or opening a site
3) The written notification shall include the following:
   a) The reasons for the inability to deliver services;
   b) How service recipients and the community will be impacted if the contractor is unable to provide services
   c) How service recipients and the community will be notified; and
   d) The Contractor's plan to transition clients into other services or refer the clients to other agencies.
4) The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:
   a) Service(s) are terminated or planned to be terminated prior to the termination date of the contract;

b) The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State;
c) The Contractor terminates a services or services for any reason;
d) The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

7.18. Transition Process

The Contractor shall have a transition process for clients in the event that they maybe transitioned between DHHS contracted providers and shall submit their written transition process to DHHS within thirty days of approval of the Contract Agreement. The process shall ensure

a) Uninterrupted delivery of services for clients;
b) A method of notifying clients and/or the community about the transition. A staff member shall be available to address questions about the transition.

7.19. Compliance with Laws and Regulations

Services and Administration of the program services shall be provided in accordance with the applicable federal and state laws, Title III and Title XX rules, policies and regulations adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.

7.20. Contract Monitoring

The Contractor shall:

7.20.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.

7.20.2. Ensure the Department is provided with access that includes but is not limited to:

a) Data
b) Financial records
c) Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
d) Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
e) Scheduled phone access to Contractor principals and staff
f) Timely unscheduled phone response by Contractor principals and staff.

7.21. Financial Integrity Maintenance

7.21.1. Financial Reporting Requirements: In addition to the requirement for Contractor to provide annual audited financial statements, the Contractor agrees to provide quarterly to the State, interim Balance Sheet and Profit and Loss Statements for the Contractor to including separate statements for related parties. All statements must be certified by an officer of the reporting entity.

7.21.2. Corrective Action and or Termination: If after review of the contractor submitted information, and based on the following risk assessment, the State at its sole discretion, the State may:

1. Require a corrective action plan for identified deficiencies, or
2. Terminate the contract for reasons of risk to continued operation, services, or deliverables as required by the terms of the contract.

7.21.3. Absence of Risk Conditional Termination: This section does not negate any rights the State may have relative to the contract.

7.21.4. Risk Assessment Process:

The State will analyze the financial information provided by Contractor. Such analysis will include calculation of the ratios set forth in Table A. The weighted average of the ratios is used to calculate a risk score as follows:

- Low Risk 70% and Above
- Moderate Risk From 26% to 69%
- High Risk 25% and Below

7.21.5. Weighted Average: The process for the scoring is

1. Calculate the individual ratio for the Contractor
2. Divide Contractor ratio by the benchmark to determine percentage above or below benchmark
3. Multiply Contractor percentage by "Percentage Weight of Risk Score"
4. Add the scores for the ratios as determined for each ratio in Steps 1 to 3.

7.21.6. The State will provide, upon request, the Risk calculations for the Contractor.

Table A - Risk Analysis Assessment Ratios Matrix

Category	*Name of Ratio*	*Description*	*How it is Calculated*	*What the Ratio Measures*	*Benchmark*	*Percentage of Total Risk Assessment*
Liquidity	Current Ratio	This ratio compares the Current Assets with the Current Liabilities.	CURRENT ASSETS / CURRENT LIABILITIES	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a ratio, and represents 15% of the total risk assessment value.	1.0:1	10.0%
Liquidity	Days Expense in Working Capital	This ratio calculates the number of day's expense that the working capital can support.	(CURRENT ASSETS - CURRENT LIAB) / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed in "number of days" and represents 15% of the total risk assessment value.	30	10.0%

Contractors Initials: MC
Date: 5/14/14

Table A - Risk Analysis Assessment Ratios Matrix						
Category	***Name of Ratio***	***Description***	***How it is Calculated***	***What the Ratio Measures***	***Benchmark***	***Percentage of Total Risk Assessment***
Liquidity	Days of Revenue In Accounts Receivable	This ratio calculates the number of days of revenue that are in accounts receivable.	(ACCOUNTS RECEIVABLE) / (REVENUE/365)	This ratio measures the performance of the accounts receivable function and the timeliness of revenue collection. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in days.	30	10.0%
Operating Results	Return on Equity	This ratio is a representation of the increase or decrease in net assets from the prior year.	INCREASE IN NET ASSETS / NET ASSETS	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Operating Results	Operation Income to Revenue	This ratio compares the current year's operating income with the current year's revenue.	OPERATING INCOME / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	3%	10.0%

Contractors Initials: [illegible]
Date: 5/14/14

Table A - Risk Analysis Assessment Ratios Matrix						
Category	***Name of Ratio***	***Description***	***How it is Calculated***	***What the Ratio Measures***	***Benchmark***	***Percentage of Total Risk Assessment***
Operating Results	Cash Flow % of Revenue	This ratio calculates the company's cash flow as a percentage of revenue.	(INCREASE IN NET ASSETS + DEPRECIATION) / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	2%	10.0%
Leverage	Debt to Equity	This ratio compares total debt to equity.	(TOTAL ASSETS - NET ASSETS)/NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a ratio and represents 5% of the total risk assessment value.	0.7:1	5.0%
Leverage	Long Term Debt to Equity	This ratio compares long term debt to equity.	LONG TERM DEBT / NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 5% of the total risk assessment value.	100%	5.0%
Leverage	Debt Ratio	This ratio compares total debt to total assets.	(TOTAL ASSETS - NET ASSETS)/TOTAL ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk	50%	10.0%

Contractors Initials: ML
Date: 5/14/14

Table A - Risk Analysis Assessment Ratios Matrix						
Category	*Name of Ratio*	*Description*	*How it is Calculated*	*What the Ratio Measures*	*Benchmark*	*Percentage of Total Risk Assessment*
				assessment value.		
Reserves	Cash Flow to Total Debt	This ratio compares cash flow to total debt.	(OP. SURPLUS + DEPRECIATION) / (TOTAL ASSETS - NET ASSETS)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Reserves	Days Expense in Available Net Assets	This ratio calculates the number of day's expense that the net assets of the company can support.	NET ASSETS / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in "number of days" and this represents 10% of the total risk assessment value.	90	10.0%
						100.0%

7.22. Agreement Elements

The Agreement between the parties shall consist of the following: General Provisions (P-37), Exhibit A Scope of Services, Exhibit A-1 Geographic Area, Exhibit A-2 Congregate Meal Sites, Exhibit B Method and Conditions Precedent to Payment, Exhibits B-1, B-2 and B-3, Exhibit C Special Provisions, Exhibit C-1 Additional Special Provisions, Exhibit D Certification Regarding Drug-Free Workplace, Exhibit E Certification Regarding Lobbying, Exhibit F Certification Regarding Debarment, Suspension and Other Responsibility Matters, Exhibit G Certification Regarding the American's With Disabilities Act Compliance, Exhibit H Certification Regarding Environmental Tobacco Smoke, Exhibit I Health Insurance Portability and Accountability Act Business Associate Agreement, Exhibit J Certification Regarding The Federal Funding Accountability and Transparency Act Compliance. In the event of any conflict or contradiction between or among the Agreement documents, the documents shall control in the above order of precedence.

Exhibit A-1
July 1, 2014 thru June 30, 2015
GEOGRAPHIC AREA FORM

RFP # 14-DHHS-DCBCS-BEAS-05
Contractors's name: TRI COUNTY COMMUNITY ACTION PROGRAM, INC.

Name of Service	County/Counties	Towns/Cities where Services will be offered
Nutrition Services - Congregate	Coos County	Berlin
		Colebrook
		Dummer
		Gorham
		Lancaster
		Milan
		North Stratford
		Pittsburg
		Shelburne
		Whitefield
Nutrition Services - Home Delivered	Coos County	ALL
North Country Transit		
Dial-a-ride	Coos County	Berlin
Dial-a-ride		Clarksville
Dial-a-ride		Colebrook
Dial-a-ride		Columbia
Dial-a-ride		Errol
Dial-a-ride		Gorham
Dial-a-ride		Groveton
Dial-a-ride		Jefferson
Dial-a-ride		Lancaster
Dial-a-ride		North Stratford
Dial-a-ride		Northumberland
Dial-a-ride		Pittsburg
Dial-a-ride		Randolph
Dial-a-ride		Shelburne
Dial-a-ride		Stark
Dial-a-ride		Stewartstown
Dial-a-ride		West Stewartstown
Dial-a-ride		Whitefield
Dial-a-ride	Grafton County	Bethlehem
Dial-a-ride		Dalton
Dial-a-ride		Easton
Dial-a-ride		Franconia
Dial-a-ride		Lincoln
Dial-a-ride		Lisbon
Dial-a-ride		Littleton
Dial-a-ride		Lyman
Dial-a-ride		Sugar Hill
Dial-a-ride		Twin Mountain
Dial-a-ride		Woodsville
Dial-a-ride		Woodstock
Carroll County Transit/Blue Loon Bus	Carroll County	
Dial-a-ride		Albany
Dial-a-ride		Center Conway
Dial-a-ride		Conway
Dial-a-ride		Center Ossipee
Dial-a-ride		Center Tuftonboro
Dial-a-ride		Madison
Dial-a-ride		Meredith
Dial-a-ride		Moultonborough
Dial-a-ride		North Conway
Dial-a-ride		North Sandwich
Dial-a-ride		Ossipee
Dial-a-ride		Redstone
Dial-a-ride		Sandwich
Dial-a-ride		South Tamworth
Dial-a-ride		Tamworth
Dial-a-ride		Tuftonboro
Dial-a-ride		West Ossipee
Dial-a-ride		Wolfeboro

Contractors Initials: MC
Date: 5/16/14

Exhibit A-2

July 1, 2014 through June 30, 2015

RFP # 14-DHHS-DCBCS-BEAS-05 **CONGREGATE SITE INFORMATION**

Contractor's name: Tri County Community Action Program, Inc.

Site Name	Location	Dining Hours	Days of Week (name days)	Average Number of Meals Expected to Serve per Day	Date of Most Recent Inspections	
					Fire	Health
Berlin Senior Center	610 Sullivan Street, Berlin	11:30 am - 1 pm 8 am - 10 am	M, T, W, Th F	60	Expires: 8/22/14	Expires: 6/1/14, Antipated Inspection renewal 5/23/14
Family Resource Center	123 Main Street, Gorham	11:30 am - 1 pm	M	12	Expires: 4/30/15	N/A
Shelburne Town Hall	74 Village Road, Shelburne	8 am - 10 am	1st & 3rd Tuesday	30	Expires: 10/31/14	N/A
Dummer Town Hall	75 Hill Road, Dummer	11:30 am - 1 pm	1st & 3rd Wednesday	25	Expires: 3/9/14, Anticipated Inspection renewal 6/2/14	N/A
Milan Village School	11 Bridge Street, Milan	8 am - 10 am	2 - 3 times while school in session	25	N/A	N/A
Colebrook Senior Center	15 Colby Commons Lane, Colebrook	11:30 am - 1 pm 9:30 am	T, W, Th, F M	15	Expires: 5/19/15	Expires: 4/20/15
Monadnock Village Housing	5 Monadnock Village, Colebrook	9:00 AM	Monday	15	N/A	N/A
Echo Valley Housing	20 Back Lake Road, Pittsburg	11:30 am - 1 pm	M, T, Th	15	Expires: 6/21/14	Expires: 7/30/14
Fuller Town Hall	10 Common Road, Stratford	11:30 am - 1 pm	T, Th	5	Expires: 4/24/14, Under Renovation, Inspection to follow	Expires: 7/30/14
Wilderness Restaurant	181 Main Street, Colebrook	8 am - 2 pm	T, W, Th	30	Expires: 9/4/14	Expires: 3/29/15
McIntyre School Apartments Housing	16 Highland Street, Whitefield	9 am - 10 am 11:30 am - 1 pm	M W	12 15	Expires: 01/23/15	Expires: 4/3/15
Christ United Methodist Church	153 Main Street, Lancaster	11:30 am - 1 pm	W	10	Expires: 9/3/14	Expires: 02/24/15
McKee Inn Housing	186 Main Street, Lancaster	11:30 am - 1 pm	Th	9	Expires: 5/6/15	Expires: 4/3/15
Colonel Town Recreation	16 High Street, Lancaster	11:30 am - 1 pm	2nd & 4th Tuesday	26	Expires: 9/3/14	N/A

Contractor Initials: WC

Date: 5/14/14

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions (P-37) of this Agreement for the services provided by the Contractor pursuant to Exhibit A, Scope of Services and for the period beginning July 1, 2014 or the date of G&C approval, whichever is later. The completion date of this contract shall be June 30, 2015, block 1.7 of the P-37.

2. Service(s) provided in this Agreement: The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A, Paragraph 5. The following terms and conditions detailed below in this Exhibit B shall apply to all services unless expressly stated otherwise.

3. Payment for contracted services will be made up to the total maximum allowable funding identified in Column D of Exhibits B-1 and B-3, and Column C of Exhibit B-2 and based on the following reimbursement rates:

   3.1. $4.85 per home delivered meal
   3.2. $5.50 per congregate meal
   3.3. $8.75 per person per day for Transportation Services
   3.4. .30 cents per mile

4. The General provisions (P-37) Section 1.6 Account Numbers for funding under this contract including identification of the funding source (name of Grantor and Catalog of Federal Domestic Assistance (CFDA) number) are as follows:

Service	Funding Name	Funding Source	CFDA #	State of NH Account Number
Transportation	Special Programs for the Aging- Title IIIB	ACL	93.044	05-95-48-481010-78720000-512-500352
Nutrition Services	Special Programs for the Aging- Title IIIC	ACL	93.045	05-95-48-481010-78720000-541-500383
Nutrition Services: Home Delivered Meals	Social Services Block Grant- Title XX	U.S. Dept of Health & Human Services	93.667	05-95-48-481010-92550000-544-500386

5. Notwithstanding paragraph 18 of the P-37, an amendment limited to the terms of Exhibit B-1, B-2, and B-3 to transfer the amount of units from one service to another can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

6. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT).

7. The DHHS may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in

Contractor Initials MC
Date 5/16/14

accordance with the requirements and scope of services in Exhibit A; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.

8. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of required reports, or Contractor Site Review Reports, the State may review all units served to clients and number of miles per client incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any units served to clients and number of miles per client incurred that are not determined to be allowable or are determined to be served to ineligible clients and shall, by written notice specifying the disallowed costs, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs.

9. Form Submission:
Prior to submittal of an invoice for the following Title III funded services: Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

Prior to submittal of an invoice for Title XX Meals the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.

10. Invoice Submission:

10.1. Meals

Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual meals served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual meals served during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.

10.1.1. Meals Mileage

Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

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Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Contract Service Authorization Form (#3502) and Meal and Mileage Invoices shall be sent to:
NH Department of Health and Human Services
Data Management Unit
129 Pleasant St, P.O. Box 2000
Concord, NH 03301

10.2. Title III Transportation:
The Contractor shall complete and submit a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served (unit being per client, per day) during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit. In addition, the Contractor shall complete a monthly transportation form. The form will be a predefined electronic form supplied by DHHS.

10.2.1. Title III Transportation Mileage
The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title III Transportation and Mileage invoices and the monthly transportation form shall be submitted to:
Financial Management
DHHS Bureau of Elderly and Adult Services
129 Pleasant St, Brown Building
Concord NH 03301

10.3. Contractor will have forty-five (45) days from the end of the contract period to submit final invoices to the Department for payment. Any adjustments made to a prior invoice, during these forty-five (45) days, will need to be accompanied by supporting documentation.

10.4. The DHHS will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.

10.5. The Contractor shall submit to DHHS the subcontractor's budget for review and approval. The Contractor shall submit to DHHS copies of their subcontractor's invoices for actual units served to clients and number of miles per client that support the requests for reimbursement, upon DHHS request.

Exhibit B-1
Home Delivered Meals
July 1. 2014 through June 30, 2015

TRI COUNTY COMMUNITY ACTION PROGRAM			
Col. A	Col. B	Col. C	Col. D
Funding	Projected Number of Home Delivered Meals	Projected Number of Miles	Total Maximum Amount Allowed by Funding
Title III C2	58,000	62,100	$ 299,930.00
Title XX	26,000	27,900	$ 134,470.00

Contractors Initials: MC
Date: 5/16/14

Exhibit B-2
Congregate Meals
July 1, 2014 through June 30, 2015

TRI COUNTY COMMUNITY ACTION PROGRAM		
Col. A	Col. B	Col. C
Funding	Projected Number of Congregate Meals	Total Maximum Amount Allowed by Funding
Title III C1	28,315	$ 155,732.50

Contractors Initials: VMC
Date: 5/16/14

Exhibit B-3
Transportation Services
July 1, 2014 through June 30, 2015

TRI-COUNTY COMMUNITY ACTION PROGRAM			
Col. A	Col. B	Col. C	Col. D
Funding	Projected Number of Clients	Projected Number of Miles	Total Maximum Amount Allowed by Funding
Title III B	20,000	100,000	$ 205,000.00

Contractors Initials: WC
Date: 5/16/14

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party fundors for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party fundors, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to

subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function

16.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate

16.3. Monitor the subcontractor's performance on an ongoing basis

16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

16.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.

   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. **Contract Extension:** The Department reserves the right to extend the completion date of the contract for up to two years to be exercised by mutual agreements by the parties, upon availability of funding, acceptable performance of the Statement of Work, and subsequent approval by the Governor and Executive Council.

4. **CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS:**

   4.1 This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L.112–239) and FAR 3.908.

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4.2 The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

4.3 The Contractor shall insert the substance of this clause, including this paragraph (4.3), in all subcontracts over the simplified acquisition threshold.

5. Subparagraph 14.1.1 of the General Provisions of this contract is deleted and the following subparagraph is added:

14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $1,000,000 per occurrence and excess/umbrella liability coverage in the amount of $2,000,000 per occurrence; and

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
   1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name:
Tri-County Community Action Program, Inc.

May 16, 2014
Date

Name: Michael Coughlin
Title: Chief Executive Officer

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor Name:
Tri-County Community Action Program, Inc.

May 16, 2014
Date

Name: Michael Coughlin
Title: Chief Executive Officer

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
    11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:
Tri-County Community Action Program, Inc.

May 16, 2014
Date

Name: Michael Cougl[illegible]
Title: Chief Executive Officer

CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Contractor Name:
Tri-County Community Action Program, Inc.

May 16, 2014
Date

Name: Michael Coughlin
Title: Chief Executive Officer

State of New Hampshire
Department of Health and Human Services
Amendment #4 to the Nutrition and Transportation Contract

This fourth Amendment to the Nutrition and Transportation contract (hereinafter referred to as "Amendment #4") dated April 14, 2016, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and VNA at HCS, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 312 Marlboro Street, Keene, NH, 03431.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 18, 2014 (Item #109) (hereinafter referred to as the "Contract"), and amended by an agreement (Amendment #1) approved on October 1, 2014 (Item #4B) by Governor and Executive Council, and (Amendment #2) approved on April 20, 2015 by the Attorney General, and (Amendment #3) approved on June 10, 2015 (Item #21) by Governor and Executive Council, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Department and the Contractor agree to change the per person per day transportation rate and per mile rate within the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #4, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.

2. Replace Exhibit B Amendment #1, Section 3 as follows:

    3. The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A Amendment #1, Paragraph 5, according to the following reimbursement rates:

Reimbursement Rates	Unit Types
$4.85	Per Home Delivered Meal
$5.50	Per Congregate Meal
$9.32	Per Person per day for Transportation Services
$.54	Per mile

Contractor Initials: CJO
Date: 4/19/16

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/18/16
Date

NAME Marilee Nihan, MBA
TITLE Deputy Commissioner

VNA at HCS, Inc.

4/19/16
Date

NAME Cathy Sorenson
TITLE President/CEO

Acknowledgement:
State of New Hampshire, County of Cheshire on April 19, 2016, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Name and Title of Notary or Justice of the Peace
Karen Campbell, Notary Public

KAREN M. CAMPBELL, Notary Public
My Commission Expires June 4, 2019

Contractor Initials: CP
Date: 4/19/16

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/23/16
Date

Name:
Title:

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Contractor Initials:
Date: 5/19/16

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that VNA AT HCS, INC. is a New Hampshire nonprofit corporation formed November 18, 1981. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 13th day of April A.D. 2016

William M. Gardner
Secretary of State

VNA at HCS, Inc.

ABSTRACT OF CORPORATE MINUTES

The following is a true abstract of an electronic vote of the Board of Directors of VNA at HCS, Inc. on April 19, 2016, at which a quorum was polled:

"On motion duly made and seconded, it was voted to authorize the President/CEO to accept grants and awards and enter into contracts, and contract amendments from time to time with the New Hampshire Department of Health and Human Services, Bureau of Elderly and Adult Services, to sign and otherwise fully execute such acceptances and contracts, and contract amendments or modifications thereto, and any related documents requested by the Bureau of Elderly and Adult Services; this authorization to continue until revoked by vote of this governing board."

I certify the foregoing vote is still in effect and has not been revoked, rescinded or modified.

I further certify that Cathy Sorenson is the duly elected President/CEO of this corporation and is still qualified and serving in such capacity.

April 19, 2016
Date

Betsy Cotter
Betsy Cotter
VNA at HCS Board Chairperson

STATE OF NEW HAMPSHIRE

COUNTY OF CHESHIRE

On April 19, 2016, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the Chairperson of the corporation identified in the foregoing certificate, and acknowledged that she executed the foregoing certificate.

In witness whereof I hereunto set my hand and official seal.

Karen M. Campbell
Karen Campbell, Notary Public

My commission expires:

KAREN M. CAMPBELL, Notary Public
My Commission Expires June 4, 2019

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/12/2016

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	CONTACT NAME: Nancy Wallace, AINS
Kennebunk Savings Insurance 50 Portland Road PO Box 770 Kennebunk ME 04043	PHONE (A/C, No, Ext): (207) 985-2941 FAX (A/C, No): (207) 985-3122 E-MAIL ADDRESS: nancy.wallace@kennebunksavings.com
INSURED	INSURER(S) AFFORDING COVERAGE / NAIC #
Home Healthcare Hospice & Community Svcs., VNA at HCS Inc. 312 Marlboro St PO Box 564 Keene NH 03431	INSURER A: Philadelphia Indemnity INSURER B: Atlantic Charter Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** Master 2016/2017 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY x CLAIMS-MADE X OCCUR x Employee Benefits Claims made GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT x LOC OTHER:	X		PHPK1437277	1/4/2016	1/4/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS $500 ded comp $1000 coll			PHPK1437288	1/4/2016	1/4/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Underinsured motorist	$ 1,000,000 $ $ $ $ 1,000,000
A	X UMBRELLA LIAB x OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X		PHUB526197	1/4/2016	1/4/2017	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCA00539804	7/1/2015	7/1/2016	x PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Crime			PHPK1437277 PHPK1437277	1/4/2016 1/4/2016	1/4/2017 1/4/2017	Limit of Liability $5,000 Ded.	$1,000,000 $500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Package Policy includes a blanket automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder, only when there is a written contract between the Named Insured and the Certificate Holder that requires such status, and only with regard to work performed on behalf of the named insured.

CERTIFICATE HOLDER

NH Dept. of Health and Human Services
Bureau of Elderly and Adult Services
129 Pleasant St.
Concord, NH 03301-3857

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Danny Edgecomb/NW

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The ACORD name and logo are registered marks of ACORD

Home Healthcare
Hospice &
Community Services

Comfort, care and support
when home is where you want to be . . .

VALUES AND MISSION STATEMENT

Because we value:

- **The worth and dignity of all people and their right to privacy**
- **The right of people to make informed choices**
- **A creative, holistic approach to individuals' and families' needs**
- **Health and wellness throughout life**
- **Access to health care and support services to encourage maximum independence**
- **A commitment by all staff to acquire and share knowledge through education and research**
- **Continuous self and agency improvement to meet the changing needs of individuals and our communities**
- **Collaboration with other providers;**

Our mission is:

To provide services which enable people to function throughout life at their optimal level of health, well-being and independence, according to their personal beliefs and choices.

Adopted By Board: September 4, 1997

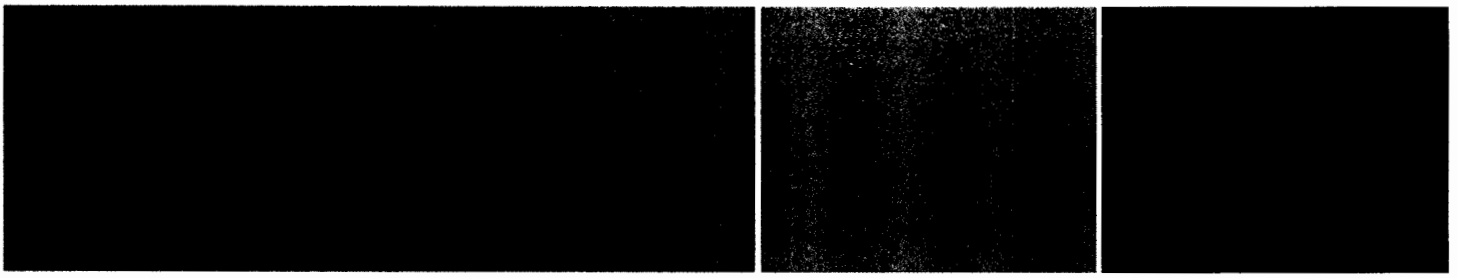
312 Marlboro Street
PO Box 564
Keene, NH 03431
603-352-2253 • 800-541-4145

Arborway
PO Box 343
Charlestown, NH 03603
603-826-3322

45 Main Street
PO Box 496
Peterborough, NH 03458
603-532-8353

Fax 603-358-3904 • www.HCSservices.org • info@hcsservices.org

BerryDunn



VNA AT HCS, INC.

FINANCIAL STATEMENTS

June 30, 2015 and 2014

With Independent Auditor's Report

BerryDunn

INDEPENDENT AUDITOR'S REPORT

Board of Directors
VNA at HCS, Inc.

We have audited the accompanying financial statements of VNA at HCS, Inc., which comprise the balance sheet as of June 30, 2015, and the related statements of operations, changes in net assets, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of VNA at HCS, Inc. as of June 30, 2015, and the results of its operations, changes in its net assets and its cash flows for the year then ended, in accordance with U.S. generally accepted accounting principles.

Prior Period Financial Statements

The financial statements as of June 30, 2014 were audited by Brad Borbidge, P.A., who merged with Berry Dunn McNeil & Parker, LLC as of January 1, 2015, and whose report dated September 22, 2014, expressed an unmodified opinion on those statements.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
November 5, 2015

VNA AT HCS, INC.

Balance Sheets

June 30, 2015 and 2014

ASSETS

	2015	2014
Current assets		
Cash and cash equivalents	**$ 557,502**	$ 661,607
Patient accounts receivable, less allowance for uncollectible accounts of $332,144 and $357,315 in 2015 and 2014, respectively	**2,719,167**	2,939,096
Other receivables	**481,598**	415,210
Prepaid expenses	**27,061**	23,127
Due from affiliates	**4,355,625**	4,918,954
Total current assets	**8,140,953**	8,957,994
Assets limited as to use	**25,489**	45,114
Property and equipment, net	**256,438**	355,312
Total assets	**$ 8,422,880**	$ 9,358,420

LIABILITIES AND NET ASSETS

Current liabilities		
Accounts payable and accrued expenses	**$ 189,172**	$ 201,660
Accrued payroll and related expenses	**764,341**	727,805
Deferred revenue	**588,360**	547,217
Total current liabilities	**1,541,873**	1,476,682
Net assets		
Unrestricted	**6,855,518**	7,836,624
Temporarily restricted	**6,866**	26,456
Permanently restricted	**18,623**	18,658
Total net assets	**6,881,007**	7,881,738
Total liabilities and net assets	**$ 8,422,880**	$ 9,358,420

The accompanying notes are an integral part of these financial statements.

VNA AT HCS, INC.

Statements of Operations

Years Ended June 30, 2015 and 2014

	2015	2014
Operating revenue		
Patient service revenue	**$14,672,512**	$15,377,206
Provision for bad debt	**(564,481)**	(287,740)
Net patient service revenue	**14,108,031**	15,089,466
Other operating revenue	**3,027,860**	2,986,827
Total operating revenue	**17,135,891**	18,076,293
Operating expenses		
Salaries and related expenses	**12,012,754**	12,064,302
Other operating expenses	**2,893,618**	3,131,049
Depreciation	**381,193**	330,038
Management fees	**3,054,725**	3,045,680
Total operating expenses	**18,342,290**	18,571,069
Operating loss	**(1,206,399)**	(494,776)
Other revenue and gains		
Contributions and fundraising income	**204,399**	293,438
Net assets released for operations	**20,125**	71,437
Investment income, net	**769**	1,356
Total other revenue and gains	**225,293**	366,231
Deficit of revenues over expenses	**(981,106)**	(128,545)
Net assets released for capital acquisition	**-**	165,816
(Decrease) increase in unrestricted net assets	**$ (981,106)**	$ 37,271

The accompanying notes are an integral part of these financial statements.

VNA AT HCS, INC.

Statements of Changes in Net Assets

Years Ended June 30, 2015 and 2014

	2015	2014
Unrestricted net assets		
(Deficit) excess of revenue over expenses	$ (981,106)	$ (128,545)
Net assets released for capital acquisition	-	165,816
Change in unrestricted net assets	(981,106)	37,271
Temporarily restricted net assets		
Contributions	500	165,816
Reclassification from permanently restricted net assets	35	-
Investment income	-	225
Net assets released for operations	(20,125)	(71,437)
Net assets released for capital acquisition	-	(165,816)
Change in temporarily restricted net assets	(19,590)	(71,212)
Permanently restricted net assets		
Reclassification to temporarily restricted net assets	(35)	-
Change in permanently restricted net assets	(35)	-
Change in net assets	(1,000,731)	(33,941)
Net assets, beginning of year	7,881,738	7,915,679
Net assets, end of year	$ 6,881,007	$ 7,881,738

The accompanying notes are an integral part of these financial statements.

VNA AT HCS, INC.

Statements of Cash Flows

Years Ended June 30, 2015 and 2014

	2015	2014
Cash flows from operating activities		
Change in net assets	**$ (1,000,731)**	$ (33,941)
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities		
Depreciation	**381,193**	330,038
Bad debt expense	**564,481**	287,740
(Increase) decrease in the following assets		
Temporary investments	**-**	38,487
Patient accounts receivable	**(344,552)**	(1,184,336)
Other receivables	**(66,388)**	182,462
Prepaid expenses	**(3,934)**	1,255
Due from affiliate	**563,329**	(182)
Increase (decrease) in the following liabilities		
Accounts payable and accrued expenses	**(12,488)**	56,920
Accrued payroll and related expenses	**36,536**	794
Deferred revenue	**41,143**	(139,837)
Net cash provided (used) by operating activities	**158,589**	(460,600)
Cash flows from investing activities		
Decrease in assets limited as to use	**19,625**	71,212
Capital expenditures	**(282,319)**	(435,620)
Net cash used by investing activities	**(262,694)**	(364,408)
Net decrease in cash and cash equivalents	**(104,105)**	(825,008)
Cash and cash equivalents, beginning of year	**661,607**	1,486,615
Cash and cash equivalents, end of year	**$ 557,502**	$ 661,607

The accompanying notes are an integral part of these financial statements.

1. Summary of Significant Accounting Policies

Organization

VNA at HCS, Inc. (the Association), is a non-stock, non-profit corporation in New Hampshire whose primary purpose is to provide home health care and hospice services to residents residing in the City of Keene and surrounding communities. The sole member of the Association is Home Healthcare, Hospice and Community Services, Inc.

Home Healthcare, Hospice and Community Services, Inc. is a non-stock, non-profit corporation in New Hampshire whose primary purposes are to act as a holding company and provide management services to VNA at HCS, Inc.

Basis of Presentation

Net assets and revenues, expenses, gains, and losses are classified as follows based on the existence or absence of donor-imposed restrictions in accordance with the provisions of Financial Accounting Standards Board Accounting Standards Codification Topic 958, *Not-for-Profit Entities*:

Unrestricted net assets - Net assets that are not subject to donor-imposed stipulations.

Temporarily restricted net assets - Net assets subject to donor-imposed stipulations that may or will be met by actions of the Association and/or the passage of time. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. Absent explicit donor stipulations about how long-lived assets must be maintained, the Association reports expirations of donor restrictions when the asset is placed in service.

Permanently restricted net assets - Net assets subject to donor imposed stipulations that they be maintained permanently by the Association. Generally, the donors of these assets permit the Association to use all or part of the income earned on related investments for general or specific purposes.

Income Taxes

The Association is a public charity under Section 501(c)(3) of the Internal Revenue Code. As a public charity, the Association is exempt from state and federal income taxes on income earned in accordance with its tax exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Association's tax positions and concluded that the Association has no unrelated business income or uncertain tax positions that require adjustment to the financial statements.

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and cash equivalents include highly liquid investments with an original maturity of three months or less, excluding assets limited as to use.

The Association has cash deposits in a major financial institution which may exceed federal depository insurance limits. The Association has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk with respect to these accounts.

Allowance for Uncollectible Accounts

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible accounts by analyzing its past history and identifies trends for all funding sources in the aggregate. In addition, balances in excess of 365 days are fully reserved. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for doubtful accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts.

A reconciliation of the allowance for uncollectible accounts follows:

	2015	2014
Balance, beginning of year	$ **357,315**	$ 320,768
Provision	**564,481**	287,740
Write-offs	**(589,652)**	(251,193)
Balance, end of year	$ **332,144**	$ 357,315

The increase in the current year provision is primarily due to Medicare billing inquiries, a home health industry wide issue.

Assets Limited as to Use

Assets limited as to use includes designated assets set aside by the Board of Directors and donor restricted contributions.

Property and Equipment

Property and equipment are carried at cost less accumulated depreciation. Maintenance repairs and minor renewals are expensed as incurred and renewals and betterments are capitalized. Provision for depreciation is computed using the straight-line method over the useful lives of the related assets.

Patient Service Revenue

Providers of home health services to clients eligible for Medicare home health benefits are paid on a prospective basis, with no retrospective settlement. The prospective payment is based on the scoring attributed to the acuity level of the client at a rate determined by federal guidelines.

Providers of hospice services to clients eligible for Medicare hospice benefits are paid on a fee-for-service basis, with no retrospective settlement, provided the Association's aggregate annual Medicare reimbursement is below a predetermined aggregate capitated rate. Revenue is recognized as the services are performed based on the fixed rate amount.

Standard charges for services to all patients are recorded as revenue when services are rendered at the net realizable amounts from patients, third-party payers and others, including estimated retroactive adjustments under reimbursement agreements with third-party payers. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and in future periods as final settlements are determined. Patients unable to pay full charge, who do not have other third party resources, are charged a reduced amount based on the Association's published sliding fee scale. Reductions in full charge are recognized when the service is rendered.

Contributions

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received, which is then treated as cost. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified as unrestricted net assets and reported in the statement of operations as net assets released from restrictions. Donor-restricted contributions whose restrictions are met in the same year as received are reflected as unrestricted contributions in the accompanying financial statements.

Cost Allocations

The Association operates several related programs. Costs directly attributable to a program are charged to the respective program services. Management and general costs of the Association have been allocated between the programs on the basis of actual direct program costs.

(Deficit) Excess Revenue Over Expenses

The statements of operations reflect the (deficit) excess of revenue over expenses. Changes in unrestricted net assets which are excluded from the (deficit) excess of revenue over expenses, consistent with industry practice, are contributions of long-lived assets (including assets acquired using contributions which, by donor restriction were to be used for the purposes of acquiring such assets).

2. Property and Equipment

Property and equipment is as follows:

	2015	2014
Furniture, fixtures, and equipment	$ 1,602,366	$ 1,527,057
Less accumulated depreciation	1,345,928	1,171,745
Total property and equipment, net	$ 256,438	$ 355,312

3. Temporarily and Permanently Restricted Net Assets

Temporarily and permanently restricted net assets are as follows:

	2015	2014
Temporarily restricted		
Meal sites	$ 2,777	$ 3,137
Respite	4,089	6,629
Shea charitable gifts	-	16,690
Total	$ 6,866	$ 26,456
Permanently restricted		
Hospice	$ 10,000	$ 10,000
Operations	8,623	8,658
Total	$ 18,623	$ 18,658

In 2015 the Association reviewed historical data relating to permanently restricted net assets and reclassified certain gifts to temporarily restricted net assets based upon interpretation of the initial donor intent.

4. Patient Service Revenue

Patient service revenue is as follows:

	2015	2014
Medicare	**$ 9,881,992**	$10,452,131
Medicaid	**1,111,787**	1,221,733
Other third-party payers	**1,859,583**	1,862,515
Municipalities - fee for service	**184,362**	149,068
Private pay	**1,634,788**	1,691,759
Total	**$14,672,512**	$15,377,206

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. Compliance with such laws and regulations can be subject to future government review and interpretation as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. The Association believes that it is in substantial compliance with all applicable laws and regulations. However, there is at least a reasonable possibility that recorded estimates could change by a material amount in the near term. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in net patient service revenue in the year that such amounts become known.

The Association provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Because the Association does not pursue collection of amounts determined to qualify as charity care, they are not reported as revenue.

The Association provided services in other health-related activities, primarily to indigent patients, at rates substantially below cost. For certain activities, services were provided without charge. The Association estimates the costs associated with providing the other health-related activities by applying Medicare cost report methodology to determine program costs less any net patient revenue generated by the program. The estimated costs incurred in these activities amounted to $2,879,336 and $2,704,549 for the years June 30, 2015 and 2014, respectively.

The Association is able to provide these services with a component of funds received through local community support and federal and state grants. Local community support consists of contributions received directly from the public, United Way, municipal appropriations, and investment income earned from assets limited as to use. Federal and state grants consisted of monies received from the State of New Hampshire.

Deferred Revenue

Deferred revenue represents advances on episodic payments that have not yet been earned. Revenue is recognized over the period in which treatment is provided (60 days) on a straight-line basis.

5. Functional Expenses

The Association provides various services to residents within its geographic location. Expenses related to providing these services are as follows:

	2015	2014
Program services	**$15,287,565**	$15,525,389
Administrative and general	**3,054,725**	3,045,680
Total	**$18,342,290**	$18,571,069

6. Malpractice Insurance

The Association insures its malpractice risks on a claims-made basis. There were no known malpractice claims outstanding at June 30, 2015 and 2014, nor are there any unasserted claims or incidents which require loss accrual. The Association intends to renew coverage on a claims-made basis and anticipates that such coverage will be available.

7. Retirement Plan

The Association sponsors a defined contribution plan. The retirement contributions by the Association amounted to $119,444 and $112,136 for 2015 and 2014, respectively.

8. Related Party Transactions

The Association purchased management services from Home Healthcare, Hospice & Community Services, Inc. amounting to $3,054,725 and $3,045,680 and $219,444 and $73,043 in contract services for the years ended 2015 and 2014, respectively. The amounts due from Home Healthcare, Hospice & Community Services, Inc. for these services was $ 4,355,625 in 2015 and 4,918,954 in 2014.

9. Concentration of Risk

The Association grants credit without collateral to its patients, most of who are local residents and are insured under third-party payer agreements. At June 30, 2015, Medicare and Medicaid represented 51% and 10% of gross accounts receivable, respectively. No other individual payor source exceeded 10% of the gross receivable balance.

10. Reclassifications

Certain prior year amounts have been reclassified to conform to the current year presentation.

11. Subsequent Events

For financial reporting purposes, subsequent events have been evaluated by management through November 5, 2015, which is the date the financial statements were available to be issued.

HCS/VNA at HCS, Inc.
2014-2015 Board of Directors

Chair: Deborah J. Blanc
Mascoma Savings Bank
Terms: 2009-2012, 2012-2015

Vice-Chair: Betsy Cotter
Terms: 2011-2014, 2014-2017

Treasurer: JoJi Robertson
Term: 2012-2015

Secretary: Allen Mendelson
Term: 2013-2016

Janet Ackerman
Term: 2012-2015

Mike Chelstowski
Term: 2014-2017

JoAnn Fenton
Terms: 2009-2012, 2012-2015

Jane Larmon
Term: 2012-2015

John McIntosh
Term: 2013-2016

Charles Montgomery, MD
Terms: 2008-2011, 2011-2014, 2014-2017

Ann Nunn
Term (completing Peter Gosline's): 2014-2015

Maureen O'Brien
Term: 2011-2014, 2014-2017

Brian Reilly, MD
Term: 2012-2015

Katherine J. Snow, Director at Large
Terms: 2008-2011, 2011-2014, 2014-2017

David Therrien
Term: 2014-2017

Updated 4/23/15

Donovan Hunt

Professional Objectives & Profile
To obtain a managerial position in order to combine my culinary skills with my management experience. I lead by example and expect the best from the staff I work with and encourage them to excel at what they do best. I enjoy being creative and am able to adapt to structure and consistency.

Skills
- ServSafe Certified, December 2009
- Special Diet Knowledge
- Creative Garnishes and Dishes
- Client and Employee Surveys
- Staff Development

Professional Experience
Home Healthcare, Hospice & Community Services – Keene, NH
Nutrition Program Manager – January 2012 to present
- Manage the food service operations at the meal sites in accordance with NH Sanitary Code and other appropriate regulations
- Supervise staff and volunteers at the nutrition program sites
- Recruit, orient and evaluate staff and volunteers for all aspects of site operation
- Review/Revise menus as necessary
- Coordinate Meals-on-Wheels program
- Plan, implement & evaluate meal site development
- Assist in budget preparation for funding proposals and contracts
- Fulfill reporting requirements for payroll, time & service reports
- Assists with marketing efforts and with development of public relations materials for the nutrition program

Fitz, Vogt & Associates – Walpole, NH
Food Service Director, Meals-on-Wheels - November 2004 – January 2012
- Managed a Meals-on-Wheels kitchen
- Planned menus in accordance with national food guidelines
- Planned and prepared menus for special out-of-house catering
- Collaborated to develop monthly menus
- Cooked, prepared and distributed all out going food daily
- Food and supply ordering
- Recruited, trained and supervised new staff
- Scheduling and payroll
- Compliance with annual budget for food, labor and utility costs
- Facility compliance with State and company policies

Holton Memorial Home – Brattleboro, VT
Kitchen Manager & Head Chef – February 2002 – October 2004
- Management of kitchen

- Ordering of food and supplies
- Preparation of cycle menus
- Management of staffing, scheduling & payroll
- Collaboration with Administration and District Manager
- Budgeting

Hill Top House – Brattleboro, VT
Kitchen Manager & Head Chef – August 2000 – February 2002

- Assumed management position to develop and implement company policies and procedures
- Management of kitchen

Loretto Home, Rutland, VT
Kitchen Manager & Head Chef – June 1999 – December 1999

- Prepared, organized and managed all meals in a residential care facility
- Organized special events
- Preparation of cycle menus
- Ordering of food and supplies
- Management of staffing, scheduling & payroll
- Budgeting

Stratton Mountain School, Stratton, VT
Kitchen Manager & Head Chef – January 1994 – June 1999

- Prepared, organized and managed all school meals
- Catered all special events

Michael J. Acerno

Objective

To join a team trying to make a difference, to grow both personally and professionally, and to pursue a rewarding career.

Professional Experience

Home Healthcare, Hospice and Community Services **Keene, NH**
February 2013 – Present
Transportation Program Manager
Responsibilities include operations of two separate transportation systems, a Demand Response system and a Public Transit system. Work closely with program director on system budgets and acquisition of vehicles, on State and Federal Levels.

Webster Companies **Brattleboro, Vermont**
July 1982 to July 2013 (company closed due to loss of contract)

Central Payroll Manager – 1994 to 2013

Accomplishments:

- Responsible for all hourly and salary annual review recommendations and records
- Managed data processing for payroll with a staff of 20
- Office processed 6000 weekly trip settlements for 1000 + drivers
- Managed payroll of 300 hourly support staff at 9 different terminals
- Process all new hire and termination reports/files
- Responsible for all upkeep of employee data tables
- Researched all driver data for US DOT audits utilizing Microsoft Access data and XATA driver log system

Operations/Safety Manager – 1992-1994 (WRJ Trucking, a Webster company)

Accomplishments:

- Routed all customer loads
- 100% DOT compliance on all driver files (60 drivers)
- Established operating budget and implemented accordingly
- Scheduled all drivers
- Responsible for on road observations as well as accident investigations

Lead dispatcher – 1987-1992 (Webster Trucking Corporation)

Accomplishments:

- Scheduling of 100+ drivers on a daily basis
- Labor planning for 6 dispatchers and 3 clerks
- Routed all customer loads

CDL-A driver – 1985-1987 (Webster Trucking Corporation)

Yard jockey – 1984 -1986 (Webster Trucking Corporation)

Truck mechanic – 1982 - 1984 (Webster Trucking Corporation)

Apprentice Airplane Mechanic – 1980-1982 (Air Nevada Airlines, Las Vegas, NV)

Michael J. Acerno

Community activities and interests:

- Westmoreland town budget committee 1992 to present
- Westmoreland School Board – 1994 to present
- Cheshire United Soccer Club – 2007 to present – currently President
- Westmoreland Rec Sports coach (soccer and baseball) 1986 - 2008
- New Hampshire Soccer Conference Board member 2010 - present
- Keene High School Boys JV Soccer Coach 2004 - 2010
- Westmoreland Middle School Girls Soccer Coach 2011 – 2012
- Keene High School Girls JV Soccer Coach 2013

Certifications and licenses

- NH - CDL A / Motorcycle license
- DOT Medical Examiner's Certificate
- USYSA/NHSA D license

Education

- Mascoma Valley Regional High School - HS diploma
- University of Nevada at Las Vegas – 42 credits (History/Education)

References available upon request

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Donovan Hunt	Nutrition Program Manager	$54,453	100%	$54,453
Michael Acerno	Transportation Program Manager	$52,657	18%	$9,478

State of New Hampshire
Department of Health and Human Services
Amendment #3 to the Nutrition and Transportation Contract

This third Amendment to the Nutrition and Transportation contract (hereinafter referred to as "Amendment #3") dated April 22, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and VNA at HCS, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 312 Marlboro Street, Keene, NH, 03431.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 18, 2014 (Item #109) (hereinafter referred to as the "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved by the Governor and Executive Council on October 1, 2014 (Item # 4B), and (Amendment #2 to the Contract) approved by the Attorney General on April 20, 2015, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37) and Exhibit C-1 Paragraph 3, the Department reserves the right to extend the completion date of the contract for up to two years to be exercised by mutual agreements by the parties, upon availability of funding, and acceptable performance of the Statement of Work, the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Department and the Contractor agree to extend the completion date by an additional fifteen months, and to increase the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties agree as follows:

1. Except as specifically amended and modified by the terms and conditions in this Amendment #3, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.

2. Amend General Provisions (Form P-37), Block 1.7, Completion Date, by extending the date to September 30, 2016.

3. Amend General Provisions (Form P-37), Block 1.8, Price Limitation, to read: $1,464,491.65.

4. Amend General Provisions (Form P-37), Block 1.9, Contracting Officer for State Agency to read: Eric Borrin, Director of Contracts and Procurement.

5. Amend General Provisions (Form P-37), Block 1.10, to read: (603) 271-9558.

6. Delete in its entirety Exhibit A, Scope of Services and replace with Exhibit A Amendment #1, Scope of Services.

7. Amend Exhibit A-1 Geographic Area Form by extending the date to September 30, 2016.

Contractor Initials: CP
Date: 4/30/15

8. Delete in its entirety Exhibit A-2 Congregate Site Information.
9. Delete in its entirety Exhibit B, Method and Conditions Precedent to Payment and replace with Exhibit B Amendment #1, Method and Conditions Precedent to Payment.
10. Add Exhibit B-4
11. Delete in its entirety Standard Exhibit C, Special Provisions and replace with Exhibit C, Special Provisions.
12. Delete in its entirety, Exhibit C-1 Revisions to General Provisions, Section 4.
13. Delete in its entirety Standard Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.

Contractor Initials: CP
Date: 4/30/15

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/5/15
Date

Diane Langley
Director

VNA at HCS, Inc.

4/30/2015
Date

NAME: Cathy Sorenson
TITLE: President/CEO

Acknowledgement:
State of New Hampshire, County of Cheshire on April 30, 2015 before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Karen M. Campbell Notary Public
Name and Title of Notary or Justice of the Peace

KAREN M. CAMPBELL, Notary Public
My Commission Expires June 4, 2019

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/22/15
Date

Name: Megan A. Yost
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

Scope of Services

1. Purpose:

The contractor shall provide services in this contract to assist eligible people to live as independently as possible in safety and with dignity.

1.1. The services in this contract are intended for individuals who are not already receiving the same or similar services funded through other programs such as, but not limited to: the Medicaid State Plan, any of the Home and Community Based Care Waivers administered by the Department, the Medicaid Program, or services provided through the Veterans Administration.

2. Contract Period:

The commencement date of this contract shall be effective July 1, 2014 or the date of G& C approval, whichever is later. The completion of this contract shall be September 30, 2016.

3. Population:

Services are for individuals who reside in independent living settings and who meet the eligibility criteria as follows:

3.1. Title III

Individuals who are age 60 and older and with the most economic or social needs as described in:

- Older Americans Act as amended, Section 305,(a)(2)(E) and
- Title III Older Americans Act Services: Title IIB- Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, and Title IIID- Disease Prevention and Health Promotion Services, New Hampshire (NH) Administrative Rule He-E 502.

3.2. Title XX 42 USC §1397 et seq.

Individuals who are age 60 and up or ages 18-59 who a have a chronic illness or disability, and who have maximum monthly income in accordance with, the NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX).

4. Geographic Area to be served:

The Contractor shall provide and ensure delivery of the services listed in Paragraph 5 below to all eligible persons in the towns/cities listed in Geographic Area Exhibit A-1. Nothing in this Agreement shall be construed to limit the ability of the Contractor to provide said services to other eligible persons located in a town/city not listed in Exhibit A-1 when the Department requests the contractor to do so or when the contractor receives approval by the Department.

5. Services Provided in this Agreement

5.1. The Contractor will provide the services denoted by an "x" in 5.3 Services Table below, to the population defined in Paragraph 3 above.

5.2. The Contractor will provide the services denoted by an "x" in 5.3 Services Table below, in accordance with that service's applicable laws, rules, regulations, and terms and conditions in this Agreement.

5.3 Services Table			
	Home Delivered Meals Services	Congregate Meals Services	Transportation Services
Program:			
Title III	x	x	x
Title XX	x	NA	NA

NA means that service is not applicable to this contract.

Contractors Initials: CP
Date: 4/30/15

6. Service descriptions

6.1. Home-Delivered Meals (funded through Titles III and XX) are delivered to a client at his/her home. A client must be homebound and unable to prepare his/her own meals. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the client including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. Providers Contractors must ensure assure that a visual contact is made with each client in his/her home on each day that meals are delivered as an assurance of the individual's safety, with the exception of meals designated as emergency meals or frozen meals which are delivered to clients in advance of anticipated inclement weather conditions or other adverse conditions.

6.2. Home Delivered Meals funded by Title XX shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX) incorporated by reference into this Agreement.

6.3. Home Delivered Meals funded by Title III shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.

6.4. The Contractor agrees to perform the following: receive inquiries and applications; determine eligibility; notify applicants of eligibility; maintain records for each recipient; train staff and volunteers; monitor and evaluate services; maintain financial records; submit reports as requested to the Bureau of Elderly and Adult Services.

6.5. Congregate Meals (Community Dining) (funded through Title III) are provided in community settings, where individuals travel to a designated site to share a meal with other individuals. Advance registration is not required, and individuals register when arriving at the meal site. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the individual including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. The Contractor shall, within 10 days of the contract effective date submit for Department approval their congregate meal site information.

6.6. Congregate Meals funded by Title III shall be provided according to the rules and policies of the Bureau of Elderly and Adult Services (BEAS), including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older Americans Act of 1965 as amended, incorporated by reference into this Agreement.

6.7. Transportation (funded through Title III) provides transport in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization. Title III Transportation services do not include pleasure excursions that charge individuals a fee for participation.

Contractors Initials: CP
Date: 4/30/15

6.8. Transportation services funded by Title III shall be provided according to the rules and policies of BEAS, including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.

6.9. Transportation providers must be in compliance with all applicable Federal and State Department of Transportation and Department of Safety regulations. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500 and inspected in accordance with NH Administrative Rule Saf-C 3200. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing and NH Administrative Rule Saf-C 1800 Commercial drivers licensing, as applicable.

7. Service Compliance Requirements

7.1. Access to Services

7.1.1. Individuals access the services described in this contract through one of two ways. They may apply directly for services to the contractor or be referred to the contractor by the Adult Protective Services Program as a result of a substantiated report of neglect, abuse, or exploitation.

7.1.1.1. Client directly applies for services: The Contractor shall determine eligibility for these services in accordance with the rules and requirements of the Title III and Title XX Programs. The contractor shall determine the eligibility of the individual; and with the exception of Congregate Meals and Transportation, provide written notice of eligibility within 45 days from the date eligibility was determined, indicate what services are to be provided and their frequency, and indicate the beginning and end dates for individual's period of eligibility.

7.1.1.2. Client referred by Adult Protective Services (APS): The contractor does not take an application, determine or redetermine the client's eligibility or issue notifications. The client's case will be managed by the APS staff. The referral will a protective services plan that the APS worker puts into place to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, or exploitation.

7.2. Client Application/Request for Services

The Contractor shall complete an intake and application for services, in accordance with New Hampshire Administrative Rule He-E 500. Title XX Home-Delivered contractors shall use Form 3000 Application provided by DHHS. Title III Home-Delivered Meals contractors may use Form 3000 or a form of their own that includes the same information as the Form 3000. Congregate meals and transportation do not require an application per se but require participants to sign up for the service as a way to request the service. The Contractor submits these signature lists as verification that the service was provided.

7.3. Client Eligibility

7.3.1. The Contractor shall determine eligibility for services and shall be in compliance with both Title III and Title XX requirements regarding eligibility determination, notice of eligibility and the individual's period of eligibility as applicable.

7.3.2. In order for clients to be eligible to receive home-delivered meals through both Title III and Title XX, the client needs to demonstrate that he or she cannot prepare meals and that the individual is:

7.3.2.1. Homebound; or

7.3.2.2. Temporarily homebound due to recovery from illness or injury.

7.3.2.3. In order for clients to be eligible to receive congregate meals and transportation, they must be age 60 or older. They must sign up for these services prior to

receiving them. A written application is not required. Individuals who are less than 60 years of age may receive congregate meals if they are:

(1) The spouses of individuals who accompany them to the meal site;

(2) Individuals providing volunteer services at the congregate meal site during meal hours;

(3) Individuals with disabilities who reside at home with an individual who is receiving Title III services; and

(4) Individuals with disabilities under the age of 60 who are not older individuals, but who reside in housing facilities occupied by older individuals where congregate meals are provided.

7.3.3. Eligibility determination

The Contractor shall submit its policies and procedures for client eligibility determination for services to DHHS for review and approval, within 30 days of the start of each State Fiscal Year.

For Home Delivered Meals:
The Contractor shall provide a written notice of the eligibility decision, for individuals determined to be eligible to receive services, to the individual as soon as possible, but no later than 45 calendar days from the date of determination. This notice shall include:
1)The services to be provided, and when;
2)The eligibility period; and
3)Contact information for the contractor.

If the client is determined to not be eligible for service(s), the notice shall include:
1)The reason(s) for the denial;
2)A statement regarding the right of the individual or his or her authorized representative to request an informal resolution or appeal of the eligibility determination decision.
3)Contact information for requesting an appeal.

7.3.4. Redetermination of Service Eligibility.

The Contractor shall submit its policies and procedures for client eligibility redetermination for services to DHHS for review and approval, within 30 days of start of each State Fiscal Year.

For Home Delivered Meals:
1)The Contractor shall review the individual's service record annually while services are being provided. The review shall be completed within 30 days prior to the anniversary date on which eligibility began.
2)The Contractor shall make a decision to re-certify or terminate the individual's services based on the requirements contained in Title III and Title XX administrative rules and document the decision by making a notation in the individuals' service record.

7.3.5. Termination of Services.

Services shall be terminated when:
1)The individual or his or her authorized representative requests that the services be terminated;
2)The individual no longer meets the eligibility requirements for services;
3)Funding by the State for the service(s) is no longer available;
4)The individual did not reapply for services as required by program rules;
5)The individual has been admitted to a nursing home or residential care facility; or

Contractors Initials: CP
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6)The individual is deceased.

7.3.6. Service Authorizations for Eligible Clients.
Once the client has been determined eligible to receive home delivered meals and congregate meals services, the contractor shall obtain a service authorization from DHHS in order to be reimbursed from this contract for allowable costs in providing services to that client. Transportation services do not require service authorizations.

7.3.6.1. The Contractor shall submit a completed Form 3502 "Contract Service Authorization-New Authorization" for each client who has been determined eligible to receive home delivered and/or congregate meals services. More than one service may be included on a Form 3502. The completed Form 3502 shall be submitted to:

Bureau of Data Management
129 Pleasant Street
Concord, NH 03301

7.4. Client Assessments

The contractor shall assess the individual's needs and develop written service plans, keep written progress notes; and monitor and adjust service plans to meet the individual's needs in accordance with NH Administrative Rule 500.

7.5. Person centered provision of services

The Contractor agrees to incorporate into its agency's functions, policies, staff-client interactions and in the provision of all services in this Agreement the following Guiding Principles for Person-Centered Planning Philosophy:

7.5.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
- 7.5.1.1. Individual's wishes, values, and beliefs are considered and respected.
- 7.5.1.2. Individual is listened to; needs and concerns are addressed.
- 7.5.1.3. Individual receives the information he/she needs to make informed decisions.

7.5.2. Planning is responsive to the individual. His or her preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.

7.5.3. Services are designed, scheduled, and delivered to best meet the needs and preferences of the individual.

7.5.4. The system is committed to excellence and quality improvement:

7.5.5. Individual rights are affirmed and protected.

7.5.6. Individuals are protected from exploitation, abuse, and neglect.

7.5.7. The service system is accessible, responsive, and accountable to the individual.

7.5.8. Person-centered planning may be incorporated into existing service plans or documents already being used by the contractor.

7.6. Staffing

The Contractor agrees to adhere to the following staffing requirements:

7.6.1. Provide sufficient staff to perform all tasks specified in this Agreement. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients and geographic area as identified in this Agreement.

7.6.2. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their

respective positions. This includes keeping up-to-date personnel and training records and documentation of all individuals requiring licenses and/or certifications. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to DHHS within thirty days of approval of the Contract Agreement. The plan shall include but not be limited to:

7.6.3. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;
7.6.4. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;
7.6.5. A description of time frames necessary for obtaining staff replacements;
7.6.6. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience; and
7.6.7. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

7.7. Service Delivery Verification

The following are the performance measure reporting requirements for each service identified in Section 1.

1) Eligibility:
   a) The number of applications for home delivered meals and the number of requests for congregate meals and transportation and
      i) The number and percent of applicants found eligible for each service; and
      ii) The number and percent of applicants found ineligible for each service.
      The contractor will indicate the reasons applicants were found ineligible and what quality improvement activities are to be initiated to address concerns about eligibility.

2) Quality and Appropriateness:
   a) Plans of Care: For home delivered meals the number and percent of individuals' plans of care contain evidence of person-centered planning
      i) The number and percent of individuals who have experienced a safety-related incident or accident which occurs during times of face-to-face contact with the client(s); The number and percent of individuals for whom a report to Adult Protective Services was made.
   b) Experience: The number and percent of individuals surveyed (via telephone, mail, e-mail, or face-to-face) who report their experiences with their services and providers have been satisfactory or better.
   c) The contractor will indicate the reasons why:
      i) For home delivered meals, applicants' plans of care did not include evidence of person-centered planning;
      ii) Applicants experienced safety-related incidents which occurs during times of face-to-face contact with the client(s); Applicants were referred to Adult Protective Services; and
      iii) The number and percent of individuals surveyed who reported their experiences with their services and providers were not satisfactory or better.
   d) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about the quality and appropriateness of care.

3) The Contractor must survey a sample of participants for each contracted service and provide their survey methodology, in writing, to BEAS.

4) Service Delivery
   a) The number of open cases at the end of each reporting period, and
      i) The number and percent of days individuals did not receive a planned service(s) due to the service(s) not being available due to inadequate staffing or other related provider issue or due to lack of transportation, etc.

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b) The Contractor will indicate the reasons applicants did not receive their planned services.
c) The Contractor will describe the quality improvement activities to be initiated to address identified concerns about service delivery.

7.8. Reporting Requirements:

7.8. Reporting Requirements:
The Contractor shall complete quarterly reports on a pre-defined electronic form provided by the Department. Quarterly is defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30. The Contractor shall submit the quarterly reports to the Department by October 15, January 15, April 15, and July 15 as applicable to each State Fiscal Year in the contract period. The data will include, but not be limited to the following:

- Expenses by program service provided. Service is defined as Home Delivered Meals, Congregate Meals & Transportation;
- Revenue, by program service provided, by funding source;
- Actual Units served, by program service provided, by funding source;
- Number of unduplicated clients served, by service provided, by funding source;
- Number of Title III and Title XX clients served with non-BEAS funds;
- Unmet need/waiting list; and
- Lengths of time clients are on a waiting list.

In addition, the Contractor shall complete the Home-Delivered Data Form and the Transportation Data Form provided by the Department. The Contractor shall submit the Forms to the Department by January 31 and July 31 as applicable to each State Fiscal Year in the contract period. The data will include, but not be limited to the following:

For home-delivered meals:

- the number of meals served by client and by town;
- the number of meals served in the aggregate; and
- the number of miles related to the delivery of meals in the aggregate.

For transportation:

- the number of clients served by town and in the aggregate;
- the number of miles in the aggregate;
- the nature of the transportation. Nature is defined as medical appointment, shopping, etc...; and
- the occupancy rate per vehicle.

7.9. Client Fees and Donations

7.9.1. Title III Services

Except as provided in paragraph 7.9.3, the NH Administrative Rule He-E 502.12 allows Title III contractors to ask individuals receiving services for a voluntary donation towards the cost of the service and provides guidance for requesting donations. The donation is to be purely voluntary, and no one can be refused services if they are unable or unwilling to donate.

The Contractor is required to report the total amount of collected donations on the quarterly report sent to BEAS Finance.

7.9.2. Title XX Services

The Contractor may charge fees to individuals receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to individuals seeking services. The Contractor shall comply with the New Hampshire Administrative Rule He-E 501 when establishing and charging fees to individuals. In

addition, the Contractor is required to report on the total amount of fees/income received for Title XX Services on the quarterly report sent to BEAS Finance.

7.9.2.1. The Contractor providing Title XX services may charge fees to clients, referred by APS staff, for whom reports of abuse, neglect, self-neglect and/or exploitation have not been founded. The Contractor is required to include the total amount of fees/income received for Title XX services, referred by APS staff, with the total amount of fees/income reported for Title XX Services, listed above, on the quarterly report sent to BEAS Finance.

7.9.3. Adult Protective Services

Under RSA 161-F: 42 et seq. BEAS provides protective services to incapacitated adults to prevent neglect, abuse or exploitation. When BEAS determines that an individual needs protective services as described in the Adult Protection Program NH Administrative Rules (He-E 700), the Contractor agrees that the payment received from BEAS for the specified services is payment in full for those services, and the provider agrees to refrain from making any attempt to secure additional reimbursement of any type from the individual for those services. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons in need of protective services.

7.9.3.2. Agencies providing Title III and/or Title XX services may not charge fees or ask donations from clients referred by the DHHS Adult Protective Services (APS) Program as long as these individuals remain active recipients of adult protective services as verified by Adult Protective Services staff.

7.10. Adult Protective Services

The Contractor will report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law.
The Contractor shall make a good faith effort to assure the provision of some level of services to those persons who the Department refers to the contracted agency and identifies the client in in need of protective services.
The Contractor shall follow the plan of care established by the APS social worker.
The contractor is expected to inform the referring APS staff of any changes in the individual's situation or other concerns, and the APS staffs are expected to inform the contractor of any information that may affect service provision.

7.11. E-Studio Electronic Information System

The Contractor shall be required to use BEAS' E-Studio electronic information system. E-Studio is BEAS' primary vehicle for uploading important information concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information. Contractor shall identify all of the key personnel who need to have E-Studio accounts to ensure that information from BEAS can be shared with the necessary agency staff. There is no cost to the contractor for BEAS to create an E-Studio account and no limit on the number of staff an agency identifies to have access to E-Studio. Contractor shall ensure that their E-Studio account(s) are kept current and that BEAS is notified when a staff member is no longer working in the program so his/her account can be terminated.

7.12. Criminal Background and Adult Protective Service Registry Checks

The contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services are required to complete a BEAS State Registry check before the staff member or volunteer begins providing services. In addition, all agency staff must undergo a NH Criminal Records Background check.

7.12.1. Contractor shall conduct a New Hampshire criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact.

7.12.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49, which require the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry.

7.13. Grievance and Appeals

The Contractor must maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and staff. The Contractor shall have grievance system in place that includes a grievance process and any grievances filed are to be available to DHHS upon request. At a minimum the process shall include the following:

a) Client name,
b) type of service,
c) date of written grievance,
d) nature/subject of the grievance,
e) who in the agency reconsiders agency decisions,
f) what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.

7.14. Privacy and Security of Client Information

DHHS is the designated owner of all data and shall approve all access to that data. The Contractor shall not have ownership of State data at any time. The Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law. Privacy policy statements may be developed and amended from time to time by the State and will be appropriately displayed on the State portal. The Contractor shall provide sufficient security to protect the State and DHHS data in network, transit, storage and cache. In the event of breach, the contractor shall notify the Department within one day from the date of breach.

7.15. Culturally and Linguistically Appropriate Standards of Care

The Contractor shall ensure equal access to quality services under this contract by providing culturally and linguistically appropriate services according to the following guidelines:

- Assess the ethnic/cultural needs, resources and assets of their community.
- Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment or to those with disabilities.
- When feasible and appropriate, provide clients of minimal English skills with interpretation services.
- Offer clients a forum through which they have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may require a response.
- When feasible and appropriate, identify communication access needs for clients who may be deaf or hard of hearing, and/or have vision or speech impairment and develop an individual communication plan for clients to receive services.

7.16. Wait Lists

7.16.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. The contract agency shall maintain a wait list in accordance with NH Administrative Rules He-E 501 and 502 when funding or resources are not available to provide the requested services. A wait list includes at a minimum:

a) Each contract agency shall include the following information on its wait list:
   i) The individual's full name and date of birth;
   ii) The name of the service being requested;
   iii) The date upon which the individual applied for services which shall be the date the application was receive by the contract agency or BEAS;
   iv) The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
   v) The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services;
   vi) The individual's assigned priority on the wait list, determined in accordance with (b) below;
   vii) A brief description of the individual's circumstances and the services he or she needs.
b) The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
   i) Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
   ii) Declining mental or physical health of the caregiver;
   iii) Declining mental or physical health of the individual;
   iv) Individual has no respite services while living with a caregiver; and
   v) Length of time on the wait list.
   vi) When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.
   vii) Individuals who are being served under protective services RSA 161-F: 42-57 shall be given priority status on the waitlist and in accordance with He-E 501.14 (f) and He-E 502.13.
   viii) Individuals with adult protective needs in accordance with RSA 161-F: 42-57 shall be exempt from the wait list.
c) When an individual is placed on the wait list, the contract agency shall notify the individual in writing
d) The wait list must be maintained during the contract period and available to BEAS upon request.

7.17. Notice of Failure to meet Service Obligations

1) In the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date, the Contractor shall give at least a ninety (90) day prior written notice addressed to the Bureau Director, Bureau of Elderly and Adult Services, of such in ability to meet service obligations.
2) Examples of failure to meet service obligations may include, but are not limited to:
   a) Reducing hours of operation
   b) Changing a geographic service area
   c) Closing or opening a site
3) The written notification shall include the following:
   a) The reasons for the inability to deliver services;
   b) How service recipients and the community will be impacted if the contractor is unable to provide services
   c) How service recipients and the community will be notified; and
   d) The Contractor's plan to transition clients into other services or refer the clients to other agencies.
4) The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:
   a) Service(s) are terminated or planned to be terminated prior to the termination date of the contract;

b)The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State;
c)The Contractor terminates a services or services for any reason;
d)The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

7.18. Transition Process

The Contractor shall have a transition process for clients in the event that they maybe transitioned between DHHS contracted providers and shall submit their written transition process to DHHS within thirty days of approval of the Contract Agreement. The process shall ensure

a) Uninterrupted delivery of services for clients;
b) A method of notifying clients and/or the community about the transition. A staff member shall be available to address questions about the transition.

7.19. Compliance with Laws and Regulations

Services and Administration of the program services shall be provided in accordance with the applicable federal and state laws, Title III and Title XX rules, policies and regulations adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.

7.20. Contract Monitoring

The Contractor shall:

7.20.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.

7.20.2. Ensure the Department is provided with access that includes but is not limited to:

a) Data
b) Financial records
c) Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
d) Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
e) Scheduled phone access to Contractor principals and staff
f) Timely unscheduled phone response by Contractor principals and staff.

7.21. Financial Integrity Maintenance

7.21.1. Financial Reporting Requirements: In addition to the requirement for the Contractor to provide annual audited financial statements, the Contractor will provide to the State quarterly interim Balance Sheet and Profit and Loss Statements for the Contractor including separate statements for related parties. Quarterly is defined as the period of July 1 to September 30, October 1 to December 31, and January 1 to March 31, and April 1 to June 30. The Contractor shall submit the quarterly statements to the Department by October 31, January 31, April 31, and July 31 as applicable to each State Fiscal Year in the contract period. All statements must be certified by an officer of the reporting entity.

7.21.2. Corrective Action and or Termination: If after review of the contractor submitted information, and based on the following risk assessment, the State at its sole discretion, the State may:

1. Require a corrective action plan for identified deficiencies, or
2. Terminate the contract for reasons of risk to continued operation, services, or deliverables as required by the terms of the contract.

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7.21.3. Absence of Risk Conditional Termination: This section does not negate any rights the State may have relative to the contract.

7.21.4. Risk Assessment Process:
The State will analyze the financial information provided by Contractor. Such analysis will include calculation of the ratios set forth in Table A. The weighted average of the ratios is used to calculate a risk score as follows:

- Low Risk 70% and Above
- Moderate Risk From 26% to 69%
- High Risk 25% and Below

7.21.5. Weighted Average: The process for the scoring is

1. Calculate the individual ratio for the Contractor
2. Divide Contractor ratio by the benchmark to determine percentage above or below benchmark
3. Multiply Contractor percentage by "Percentage Weight of Risk Score"
4. Add the scores for the ratios as determined for each ratio in Steps 1 to 3.

7.21.6. The State will provide, upon request, the Risk calculations for the Contractor.

Table A - Risk Analysis Assessment Ratios Matrix

Category	*Name of Ratio*	*Description*	*How it is Calculated*	*What the Ratio Measures*	*Benchmark*	*Percentage of Total Risk Assessment*
Liquidity	Current Ratio	This ratio compares the Current Assets with the Current Liabilities.	CURRENT ASSETS / CURRENT LIABILITIES	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a ratio, and represents 15% of the total risk assessment value.	1.0:1	10.0%
Liquidity	Days Expense in Working Capital	This ratio calculates the number of day's expense that the working capital can support.	(CURRENT ASSETS - CURRENT LIAB) / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed in "number of days" and represents 15% of the total risk assessment value.	30	10.0%

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Table A - Risk Analysis Assessment Ratios Matrix						
Category	***Name of Ratio***	***Description***	***How it is Calculated***	***What the Ratio Measures***	***Benchmark***	***Percentage of Total Risk Assessment***
Liquidity	Days of Revenue In Accounts Receivable	This ratio calculates the number of days of revenue that are in accounts receivable.	(ACCOUNTS RECEIVABLE) / (REVENUE/365)	This ratio measures the performance of the accounts receivable function and the timeliness of revenue collection. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in days.	30	10.0%
Operating Results	Return on Equity	This ratio is a representation of the increase or decrease in net assets from the prior year.	INCREASE IN NET ASSETS / NET ASSETS	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Operating Results	Operation Income to Revenue	This ratio compares the current year's operating income with the current year's revenue.	OPERATING INCOME / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	3%	10.0%

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Table A - Risk Analysis Assessment Ratios Matrix						
Category	***Name of Ratio***	***Description***	***How it is Calculated***	***What the Ratio Measures***	***Benchmark***	***Percentage of Total Risk Assessment***
Operating Results	Cash Flow % of Revenue	This ratio calculates the company's cash flow as a percentage of revenue.	(INCREASE IN NET ASSETS + DEPRECIATION) / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	2%	10.0%
Leverage	Debt to Equity	This ratio compares total debt to equity.	(TOTAL ASSETS - NET ASSETS)/NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a ratio and represents 5% of the total risk assessment value.	0.7:1	5.0%
Leverage	Long Term Debt to Equity	This ratio compares long term debt to equity.	LONG TERM DEBT / NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 5% of the total risk assessment value.	100%	5.0%
Leverage	Debt Ratio	This ratio compares total debt to total assets.	(TOTAL ASSETS - NET ASSETS)/TOTAL ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk	50%	10.0%

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Table A - Risk Analysis Assessment Ratios Matrix						
Category	***Name of Ratio***	***Description***	***How it is Calculated***	***What the Ratio Measures***	***Benchmark***	***Percentage of Total Risk Assessment***
				assessment value.		
Reserves	Cash Flow to Total Debt	This ratio compares cash flow to total debt.	(OP. SURPLUS + DEPRECIATION) / (TOTAL ASSETS - NET ASSETS)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Reserves	Days Expense in Available Net Assets	This ratio calculates the number of day's expense that the net assets of the company can support.	NET ASSETS / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in "number of days" and this represents 10% of the total risk assessment value.	90	10.0%
						100.0%

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Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions (Form P-37) of this Agreement in consideration for the Contractor's compliance with the terms and conditions of this Agreement and for the services provided by the Contractor pursuant to Exhibit A Amendment #1, Scope of Services.

2. The following terms and conditions detailed this Exhibit B Amendment #1 shall apply to all applicable services identified in Exhibit A Amendment #1, Paragraph 5, unless expressly stated otherwise.

3. The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A Amendment #1, Paragraph 5, according to the following reimbursement rates:

Reimbursement Rates	Unit Types
$4.85	Per Home Delivered Meal
$5.50	Per Congregate Meal
$8.75	Per Person per day for Transportation Services
$.30	Per mile

4. Payment for contracted services will be in accordance with Exhibit B-1, Exhibit B-2, Exhibit B-3 and Exhibit B-4.

5. The General provisions (Form P-37) Block 1.6 Account Numbers are as follows:

   - 05-95-48-481010-78720000-512-500352
   - 05-95-48-481010-78720000-541-500383
   - 05-95-48-481010-78720000-544-500386
   - 05-95-48-481010-92550000-544-500386

6. This Contract is funded with federal funds made available under the Catalog of Federal domestic Assistance (CFDA) #'s, for the provision of services pursuant to Exhibit A Amendment #1, Scope of Services as follows:

   - 93.044 United States Department of Health and Human Services, Administration for Community, Living Special Programs for the Aging- Title IIIB
   - 93.045 United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging- Title IIIC-1
   - 93.045 United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging- Title IIIC-2
   - 93.667 United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant- Title XX

6.1. The Contractor agrees to provide the services in Exhibit A Amendment #1, Scope of Services in compliance with funding requirements.

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7. Notwithstanding paragraph 18 of the General Provisions (Form P-37), an amendment, limited to the terms of Exhibit B-1, Exhibit B-2, Exhibit B-3 and Exhibit B-4, to transfer the amount of units from one service to another can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

8. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT).

9. The DHHS may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in accordance with the requirements and scope of services in Exhibit A Amendment #1; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.

10. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of required reports, or Contractor Site Review Reports, the State may review all units served to clients and number of miles per client incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any units served to clients and number of miles per client incurred that are not determined to be allowable or are determined to be served to ineligible clients and shall, by written notice specifying the disallowed costs, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs.

11. Form Submission:
Prior to submittal of an invoice for the following Title III funded services: Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

Prior to submittal of an invoice for Title XX Meals the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.

12. Invoice Submission:
12.1. Meals
Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual meals served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.
Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual meals served during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

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A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.

12.1.1. Meals Mileage

Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Contract Service Authorization Form (#3502) and Meal and Mileage Invoices shall be sent to:
NH Department of Health and Human Services
Data Management Unit
129 Pleasant St, P.O. Box 2000
Concord, NH 03301

12.2. Title III Transportation:

The Contractor shall complete and submit a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served (unit being per client, per day) during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit. In addition, the Contractor shall complete a monthly transportation form. The form will be a predefined electronic form supplied by DHHS.

12.2.1. Title III Transportation Mileage

The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title III Transportation and Mileage invoices and the monthly transportation form shall be submitted to:
Financial Management
DHHS Bureau of Elderly and Adult Services
129 Pleasant St, Brown Building
Concord NH 03301

12.3. Contractor will have forty-five (45) days from the end of the contract period to submit final invoices to the Department for payment. Any adjustments made to a prior invoice, during these forty-five (45) days, will need to be accompanied by supporting documentation.

12.4. The DHHS will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.

12.5. The Contractor shall submit to DHHS the subcontractor's budget for review and approval. The Contractor shall submit to DHHS copies of their subcontractor's invoices for actual units served to clients and number of miles per client that support the requests for reimbursement, upon DHHS request.

Contractor Initials CP
Date 4/30/15

Contractor Name:	VNA at HCS, Inc.

Period:	7/1/15-6/30/16			7/1/16-9/30/16		
Funding Source and Service	Projected Number of Units	Projected Number of Miles	Total Maximum Amount Allowed by Funding Source	Projected Number of Units	Projected Number of Miles	Total Maximum Amount Allowed by Funding Source
Title III C-1 Congregate Meals	26,645		$146,547.50	6,661		$36,635.50
Title III C-2 Home Delivered Meals	44,845	66,622	$237,484.85	11,211	16,656	$59,370.15
Title IIIB Transportation	4,680	56,663	$57,948.90	1,170	14,166	$14,487.30
Title XX Home Delivered Meals	39,449	58,593	$208,905.55	9,862	14,648	$52,225.10

Contractors Initials: GP
Date: 4/30/15

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS
As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: VNA at HCS

4/30/15
Date

Cathy Sorenson
Name: Cathy Sorenson
Title: President/CEO

State of New Hampshire
Department of Health and Human Services
Amendment #2 for VNA at HCS, Inc.

This Second Amendment to the Nutrition and Transportation services contract (hereinafter referred to as "Amendment #2) dated April 2, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and VNA at HCS, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation organized under the laws of the State of New Hampshire, with a place of business at 312 Marlboro Street, Keene, NH 03431.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 18, 2014 (Item #109), and amended by an agreement (Amendment #1 to the Contract) approved on October 1, 2014 (Item 4-B), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 and Exhibit B paragraph #5 of the Agreement, which states that notwithstanding paragraph 18 of the P-37, an amendment limited to Exhibit B-1, B-2, and B-3 to transfer the amount of units from one service to another, can be made by written agreement of both parties and may be made without obtaining approval of G&C; and

WHEREAS, the State and the Contractor agree to transfer units within State Fiscal Year 2015 within the price limitation; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

To Amend as follows:

1) Delete Exhibit B-1 and replace with Exhibit B-1 Amendment #1.
2) Delete Exhibit B-2 and replace with Exhibit B-2 Amendment #1.

Contractor Initials: CP
Date: 4/3/15

This amendment shall be effective upon approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

4/13/15
Date

Diane Langley
Director

VNA at HCS, Inc.

April 3, 2015
Date

NAME: Cathy Sorenson
TITLE: President/CEO

Acknowledgement:
State of New Hampshire, County of Cheshire on April 3, 2015, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Karen M. Campbell
Name and Title of Notary or Justice of the Peace
Karen Campbell

KAREN M. CAMPBELL, Notary Public
My Commission Expires June 4, 2019

State of New Hampshire
Department of Health and Human Services
Amendment #2 for VNA at HCS, Inc.

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

4/20/15
Date

Name: Megan A. Pacu
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Contractor Initials: CP
Date: 4/3/15

Exhibit B-1 Amendment #1
Home Delivered Meals
July 1, 2014 through June 30, 2015

VNA at HCS, Inc.			
Col. A	Col. B	Col. C	Col. D
Funding	Projected Number of Home Delivered Meals	Projected Number of Miles	Total Maximum Amount Allowed by Funding
Title III C2	47,649	57,957	$ 248,484.75
Title XX	39,449	58,593	$ 208,905.55

Contractors Initials: GP
Date: 4/3/15

Exhibit B-2 Amendment #1
Congregate Meals
July 1, 2014 through June 30, 2015

VNA at HCS, Inc.		
Col. A	Col. B	Col. C
Funding	Projected Number of Congregate Meals	Total Maximum Amount Allowed by Funding
Title III C1	24,645	$ 135,547.50

Contractors Initials: CP
Date: 4/3/13

4B MAT

10/1/14
#4-13

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF ELDERLY & ADULT SERVICES

Nicholas A. Toumpas
Commissioner

Diane Langley, Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9203 1-800-351-1888
Fax: 603-271-4643 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

August 28, 2014

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

51% Federal
49% General Fd

REQUESTED ACTION

1) Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services, to amend an existing Agreement with VNA at HCS, Inc., 312 Marlboro Street, Keene NH (Vendor #177274) to provide In Home Care, In Home Health Aide Level of Care and Adult Day Program Services by modifying the geographic area served with no change to the total price limitation of $1,008,761, effective upon the date of Governor and Executive Council approval through June 30, 2015. The Governor and Executive Council approved the original contract on June 18, 2014 (Item #110).

2) Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services, to amend an existing Agreement with VNA at HCS, Inc., 312 Marlboro Street, Keene NH (Vendor #177274) to provide Home Delivered and Congregate Meals and Transportation Services by modifying the geographic area served with no change to the total price limitation of $650,886.80, effective upon the date of Governor and Executive Council approval through June 30, 2015. The Governor and Executive Council approved the original contract on June 18, 2014 (Item #109),

EXPLANATION

The requested actions seek approval to modify the geographic areas to be served by adding Francestown for In Home Care and In Home Health Aide Level of Care services and adding the towns of Jaffrey and Nelson for Home Delivered Meals. These three towns were inadvertently omitted by the Contractor when they identified the list of cities and towns in which they provided these services.

The Department of Health and Human Services posted a Request for Applications for In Home Care, In Home Health Aide Level of Care, and In Home Nursing Level of Care Services on the Department's website from April 22, 2014 to May 8, 2014. VNA at HCS was one of fifteen vendors awarded a contract to provide these services. Additionally, a Request for Proposals for Nutrition and Transportation services was posted on the Department's website from November 22, 2013 through February 20, 2014. VNA at HCS was one of fourteen vendors awarded a contract to provide these services.

Should Governor and Executive Council determine not to approve this request; elderly and disabled adults may have less access to these services.

Area served: See Services and Geographic Area (Attachment A)

Source of funds: 51% Federal Funds from the Social Services Block Grant and Administration for Community Living's Special Programs for the Aging-Title III and 49% General Funds.

In the event that the federal funds become no longer available, general funds will not be requested to support medical eligibility assessments work.

Respectfully submitted,

Diane Langley
Director

Approved by:
Nicholas A. Toumpas
Commissioner

State of New Hampshire
Department of Health and Human Services
Amendment #1 for VNA at HCS, Inc.

This 1st Amendment to the Nutrition and Transportation services contract (hereinafter referred to as "Amendment #1) dated this 18th day of August 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and VNA at HCS, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation organized under the laws of the State of New Hampshire, with a place of business at 312 Marlboro Street, Keene, NH 03431.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 18, 2014, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, the State may amend the Contract by written agreement of the parties; and

WHEREAS, the Parties agree to modify the geographic area served within the price limit.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1) Delete Exhibit A-1 and replace with Exhibit A-1 Amendment #1.

CP
8/4/14

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

9/3/14
Date

NAME Sheri L. Rockburn
TITLE CFO

VNA at HCS, Inc.

August 21, 2014
Date

NAME Cathy Sorenson
TITLE President/CEO

Acknowledgement:
State of New Hampshire, County of Cheshire on August 21, 2014 before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Name and Title of Notary or Justice of the Peace

KAREN M. CAMPBELL, Notary Public
My Commission Expires June 4, 2019

8/21/14

State of New Hampshire
Department of Health and Human Services
Amendment #1 for VNA at HCS, Inc.

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

8/8/14
Date

Name: Megan A. Lafate
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on:
_____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

CJ
8/21/14

Exhibit A-1 Amendment # 1
July 1, 2014 through June 30, 2015

GEOGRAPHIC AREA FORM

RFP # 14-DHHS-DCBCS-BEAS-05
Contractor's name: VNA at HCS, Inc.

Name of Service	County/Counties	Towns/Cities where Services will be offered
Congregate Meals	Cheshire County	All
Home Delivered Meals	Cheshire County	Chesterfield, Fitzwilliam, Gilsum, Hinsdale, Keene, Jaffrey, Marlborough, Nelson, Rindge, Sullivan, Surry, Swanzey, Troy, Winchester, Westmoreland
Friendly Bus Transportation	Cheshire County	Keene

Subject: Nutrition and Transportation Services

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		**1.2 State Agency Address** 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name VNA at HCS, Inc.		**1.4 Contractor Address** 312 Marlboro Street Keene, NH 03431	
1.5 Contractor Phone Number (603) 352-2253	**1.6 Account Number** See Exhibit B	**1.7 Completion Date** June 30, 2015	**1.8 Price Limitation** $650,886.80
1.9 Contracting Officer for State Agency Mary Maggiancalda		**1.10 State Agency Telephone Number** 603-271-9096	
1.11 Contractor Signature Cathy Sorenson		**1.12 Name and Title of Contractor Signatory** Cathy Sorenson, President/CEO	

1.13 Acknowledgement: State of NH, County of Cheshire

5/20/2014

On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal]

KIMBERLY K. MAY, Notary Public
My Commission Expires January 27, 2015

1.13.2 Name and Title of Notary or Justice of the Peace

Kimberly K. May, Notary Public

1.14 State Agency Signature	**1.15 Name and Title of State Agency Signatory**
	Sheri Rockburn Director

.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution)

By: On: 6-3-14

1.18 Approval by the Governor and Executive Council

By: On:

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials: GP
Date: 5/20/14

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.
The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $2,000,000 per occurrence; and
14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials: GP
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certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials: GP
Date: 5/20/14

Scope of Services

1. Purpose:

The contractor shall provide services in this contract to assist eligible people to live as independently as possible in safety and with dignity.

1.1. The services in this contract are intended for individuals who are not already receiving the same or similar services through one of DHHS' Medicaid Waiver Programs, who are eligible for other NH Medicaid services or who are receiving the same or similar services through the Veterans' Administration.

2. Contract Period:

The commencement date of this contract shall be effective July 1, 2014 or the date of G& C approval, whichever is later. The completion of this contract shall be June 30, 2015.

3. Population:

Services are for individuals who reside in independent living settings and who meet the eligibility criteria as follows:

3.1. Title III

Individuals who are age 60 and older and with the most economic or social needs as described in:

- Older Americans Act as amended, Section 305,(a)(2)(E) and
- Title III Older Americans Act Services: Title IIB- Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, and Title IIID- Disease Prevention and Health Promotion Services, NH Administrative Rule He-E 502.

3.2. Title XX 42 USC §1397 et seq.

Individuals who are age 60 and older or ages 18-59 who have a chronic illness or disability, and a maximum monthly income of $1,194 for calendar year 2014 as described in:

- The Social Services Block Grant (Title XX), NH Administrative Rule He-E 501.

4. Geographic Area to be served:

The Contractor shall provide and ensure delivery of the services listed in Paragraph 5 below to all eligible persons in the towns/cities listed in Geographic Area Exhibit A-1. Nothing in this Agreement shall be construed to limit the ability of the Contractor to provide said services to other eligible persons located in a town/city not listed in Exhibit A-1 when the Department requests the contractor to do so or when the contractor receives approval by the Department.

5. Services Provided in this Agreement

	Services		
	Home Delivered Meals Services	Congregate Meals Services	Transportation Services
Program:			
Title III	x	x	x
Title XX	x	na	na

An "x" denotes that the Contractor shall provide that service to eligible individuals in accordance with all applicable laws, rules, regulations and terms and conditions of this Agreement.

Contractors Initials: CP
Date: 5/20/14

6. Service descriptions

6.1. Home-Delivered Meals (funded through Titles III and XX) are delivered to a client at his/her home. A client must be homebound and unable to prepare his/her own meals. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the client including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. Providers Contractors must ensure assure that a visual contact is made with each client in his/her home on each day that meals are delivered as an assurance of the individual's safety, with the exception of meals designated as emergency meals or frozen meals which are delivered to clients in advance of anticipated inclement weather conditions or other adverse conditions.

6.2. Home Delivered Meals funded by Title XX shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX) incorporated by reference into this Agreement.

6.3. Home Delivered Meals funded by Title III shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.

6.4. The Contractor agrees to perform the following: receive inquiries and applications; determine eligibility; notify applicants of eligibility; maintain records for each recipient; train staff and volunteers; monitor and evaluate services; maintain financial records; submit reports as requested to the Bureau of Elderly and Adult Services.

6.5. Congregate Meals (Community Dining) (funded through Title III) are provided in community settings, where individuals travel to a designated site to share a meal with other individuals. Advance registration is not required, and individuals register when arriving at the meal site. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the individual including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. The Contractor shall provide congregate meals at the locations, hours, and days identified in Exhibit A-2.

6.6. Congregate Meals funded by Title III shall be provided according to the rules and policies of the Bureau of Elderly and Adult Services (BEAS), including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older Americans Act of 1965 as amended, incorporated by reference into this Agreement.

6.7. Transportation (funded through Title III) provides transport in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization. Title III Transportation services do not include pleasure excursions that charge individuals a fee for participation.

6.8. Transportation services funded by Title III shall be provided according to the rules and policies of BEAS, including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.

6.9. Transportation providers must be in compliance with all applicable Federal and State Department of Transportation and Department of Safety regulations. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500 and inspected in accordance with NH Administrative Rule Saf-C 3200. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing and NH Administrative Rule Saf-C 1800 Commercial drivers licensing, as applicable.

7. Service Compliance Requirements

7.1. Access to Services

7.1.1. Individuals access the services described in this contract through one of two ways. They may apply directly for services to the contractor or be referred to the contractor by the Adult Protective Services Program as a result of a substantiated report of neglect, abuse, or exploitation.

7.1.1.1. Client directly applies for services: The Contractor shall determine eligibility for these services in accordance with the rules and requirements of the Title III and Title XX Programs. The contractor shall determine the eligibility of the individual; and with the exception of Congregate Meals and Transportation, provide written notice of eligibility within 45 days from the date eligibility was determined, indicate what services are to be provided and their frequency, and indicate the beginning and end dates for individual's period of eligibility.

7.1.1.2. Client referred by Adult Protective Services (APS): The contractor does not take an application, determine or redetermine the client's eligibility or issue notifications. The client's case will be managed by the APS staff. The referral will a protective services plan that the APS worker puts into place to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, or exploitation.

7.2. Client Application/Request for Services

The Contractor shall complete an intake and application for services, in accordance with New Hampshire Administrative Rule He-E 500. Title XX Home-Delivered contractors shall use Form 3000 Application provided by DHHS. Title III Home-Delivered Meals contractors may use Form 3000 or a form of their own that includes the same information as the Form 3000. Congregate meals and transportation do not require an application per se but require participants to sign up for the service as a way to request the service. The Contractor submits these signature lists as verification that the service was provided.

7.3. Client Eligibility

7.3.1. The Contractor shall determine eligibility for services and shall be in compliance with both Title III and Title XX requirements regarding eligibility determination, notice of eligibility and the individual's period of eligibility as applicable.

7.3.2. In order for clients to be eligible to receive home-delivered meals through both Title III and Title XX, the client needs to demonstrate that he or she cannot prepare meals and that the individual is:

7.3.2.1. Homebound; or

7.3.2.2. Temporarily homebound due to recovery from illness or injury.

7.3.2.3. In order for clients to be eligible to receive congregate meals and transportation, they must be age 60 or older. They must sign up for these services prior to

receiving them. A written application is not required. Individuals who are less than 60 years of age may receive congregate meals if they are:

(1) The spouses of individuals who accompany them to the meal site;

(2) Individuals providing volunteer services at the congregate meal site during meal hours;

(3) Individuals with disabilities who reside at home with an individual who is receiving Title III services; and

(4) Individuals with disabilities under the age of 60 who are not older individuals, but who reside in housing facilities occupied by older individuals where congregate meals are provided.

7.3.3. Eligibility determination

The Contractor shall submit its policies and procedures for client eligibility determination for services to DHHS for review and approval, within 30 days of the start of each State Fiscal Year.

For Home Delivered Meals:
The Contractor shall provide a written notice of the eligibility decision, for individuals determined to be eligible to receive services, to the individual as soon as possible, but no later than 45 calendar days from the date of determination. This notice shall include:
1)The services to be provided, and when;
2)The eligibility period; and
3)Contact information for the contractor.

If the client is determined to not be eligible for service(s), the notice shall include:
1)The reason(s) for the denial;
2)A statement regarding the right of the individual or his or her authorized representative to request an informal resolution or appeal of the eligibility determination decision.
3)Contact information for requesting an appeal.

7.3.4. Redetermination of Service Eligibility.

The Contractor shall submit its policies and procedures for client eligibility redetermination for services to DHHS for review and approval, within 30 days of start of each State Fiscal Year.

For Home Delivered Meals:
1)The Contractor shall review the individual's service record annually while services are being provided. The review shall be completed within 30 days prior to the anniversary date on which eligibility began.
2)The Contractor shall make a decision to re-certify or terminate the individual's services based on the requirements contained in Title III and Title XX administrative rules and document the decision by making a notation in the individuals' service record.

7.3.5. Termination of Services.

Services shall be terminated when:
1)The individual or his or her authorized representative requests that the services be terminated;
2)The individual no longer meets the eligibility requirements for services;
3)Funding by the State for the service(s) is no longer available;
4)The individual did not reapply for services as required by program rules;
5)The individual has been admitted to a nursing home or residential care facility; or

6)The individual is deceased.

7.3.6. Service Authorizations for Eligible Clients.
Once the client has been determined eligible to receive home delivered meals and congregate meals services, the contractor shall obtain a service authorization from DHHS in order to be reimbursed from this contract for allowable costs in providing services to that client. Transportation services do not require service authorizations.

7.3.6.1. The Contractor shall submit a completed Form 3502 "Contract Service Authorization-New Authorization" for each client who has been determined eligible to receive home delivered and/or congregate meals services. More than one service may be included on a Form 3502. The completed Form 3502 shall be submitted to:

Bureau of Data Management
129 Pleasant Street
Concord, NH 03301

7.4. Client Assessments

The contractor shall assess the individual's needs and develop written service plans, keep written progress notes; and monitor and adjust service plans to meet the individual's needs in accordance with NH Administrative Rule 500.

7.5. Person centered provision of services

The Contractor agrees to incorporate into its agency's functions, policies, staff-client interactions and in the provision of all services in this Agreement the following Guiding Principles for Person-Centered Planning Philosophy:

7.5.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
- 7.5.1.1. Individual's wishes, values, and beliefs are considered and respected.
- 7.5.1.2. Individual is listened to; needs and concerns are addressed.
- 7.5.1.3. Individual receives the information he/she needs to make informed decisions.

7.5.2. Planning is responsive to the individual. His or her preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.

7.5.3. Services are designed, scheduled, and delivered to best meet the needs and preferences of the individual.

7.5.4. The system is committed to excellence and quality improvement:

7.5.5. Individual rights are affirmed and protected.

7.5.6. Individuals are protected from exploitation, abuse, and neglect.

7.5.7. The service system is accessible, responsive, and accountable to the individual.

7.5.8. Person-centered planning may be incorporated into existing service plans or documents already being used by the contractor.

7.6. Staffing

The Contractor agrees to adhere to the following staffing requirements:

7.6.1. Provide sufficient staff to perform all tasks specified in this Agreement. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients and geographic area as identified in this Agreement.

7.6.2. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their

respective positions. This includes keeping up-to-date personnel and training records and documentation of all individuals requiring licenses and/or certifications. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to DHHS within thirty days of approval of the Contract Agreement. The plan shall include but not be limited to:

7.6.3. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;
7.6.4. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;
7.6.5. A description of time frames necessary for obtaining staff replacements;
7.6.6. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience; and
7.6.7. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

7.7. Service Delivery Verification

The following are the performance measure reporting requirements for each service identified in Section 1.

1) Eligibility:
   a) The number of applications for home delivered meals and the number of requests for congregate meals and transportation and
      i) The number and percent of applicants found eligible for each service; and
      ii) The number and percent of applicants found ineligible for each service.
      The contractor will indicate the reasons applicants were found ineligible and what quality improvement activity(ies) is/are to be initiated to address concerns about eligibility.

2) Quality and Appropriateness:
   a) Plans of Care: For home delivered meals the number and percent of individuals' plans of care contain evidence of person-centered planning
      i) The number and percent of individuals who have experienced a safety-related incident or accident which occurs during times of face-to-face contact with the client(s); The number and percent of individuals for whom a report to Adult Protective Services was made.
   b) Experience: The number and percent of individuals surveyed (via telephone, mail, e-mail, or face-to-face) who report their experiences with their services and providers have been satisfactory or better.
   c) The contractor will indicate the reasons why:
      i) For home delivered meals, applicants' plans of care did not include evidence of person-centered planning;
      ii) Applicants experienced safety-related incidents which occurs during times of face-to-face contact with the client(s); Applicants were referred to Adult Protective Services; and
      iii) The number and percent of individuals surveyed who reported their experiences with their services and providers were not satisfactory or better.
   d) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about the quality and appropriateness of care.

3) The Contractor must survey a sample of participants for each contracted service and provide their survey methodology, in writing, to BEAS.

4) Service Delivery
   a) The number of open cases at the end of each reporting period, and
      i) The number and percent of days individuals did not receive a planned service(s) due to the service(s) not being available due to inadequate staffing or other related provider issue or due to lack of transportation, etc.

b) The Contractor will indicate the reasons applicants did not receive their planned services.
c) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about service delivery.

7.8. Reporting Requirements:

Contractors shall complete quarterly reports which will be a pre-defined electronic form supplied by DHHS. The report must be submitted by the 15th of the month following the quarter end. The data will include, but not be limited to the following:

- Expenses by program service provided. Service is defined as Home Delivered Meals, Congregate Meals & Transportation;
- Revenue, by program service provided, by funding source;
- Actual Units served, by program service provided, by funding source;
- Number of unduplicated clients served, by service provided, by funding source;
- Number of Title III and Title XX clients served with non-BEAS funds;
- Unmet need/waiting list; and,
- Lengths of time clients are on a waiting list.

In addition, the Contractor shall complete the Home-Delivered Data Form and the Transportation Data Form two (2) times per year. These forms will be due January 31, 2015 and July 31, 2015. The form will be a pre-defined electronic form supplied by DHHS. The data will include, but not be limited to the following:

For home-delivered meals:

- the number of meals served by client and by town;
- the number of meals served in the aggregate;
- the number of miles related to the delivery of meals in the aggregate.

For transportation:

- the number of clients served by town and in the aggregate;
- the number of miles in the aggregate;
- the nature of the transportation. Nature is defined as Medical appointment, shopping, etc...;
- the occupancy rate per vehicle.

7.9. Client Fees and Donations

7.9.1. Title III Services

Except as provided in paragraph 7.9.3, the NH Administrative Rule He-E 502.12 allows Title III contractors to ask individuals receiving services for a voluntary donation towards the cost of the service and provides guidance for requesting donations. The donation is to be purely voluntary, and no one can be refused services if they are unable or unwilling to donate.

The Contractor is required to report the total amount of collected donations on the quarterly report sent to BEAS Finance.

7.9.2. Title XX Services

The Contractor may charge fees to individuals receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to individuals seeking services. The Contractor shall comply with the New Hampshire Administrative Rule He-E 501 when establishing and charging fees to individuals. In addition, the Contractor is required to report on the total amount of fees/income received for Title XX Services on the quarterly report sent to BEAS Finance.

7.9.2.1. The Contractor providing Title XX services may charge fees to clients referred by APS staff for whom reports of abuse, neglect, self-neglect and/or exploitation have not been founded. The Contractor is required to include the total amount of fees/income received for Title XX services, referred by APS staff, with the total amount of fees/income reported for Title XX Services, listed above, on the quarterly report sent to BEAS Finance.

7.9.3. Adult Protective Services

Under RSA 161-F: 42 et seq. BEAS provides protective services to incapacitated adults to prevent neglect, abuse or exploitation. When BEAS determines that an individual needs protective services as described in the Adult Protection Program NH Administrative Rules (He-E 700), the Contractor agrees that the payment received from BEAS for the specified services is payment in full for those services, and the provider agrees to refrain from making any attempt to secure additional reimbursement of any type from the individual for those services. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons in need of protective services.

7.9.3.2. Agencies providing Title III and/or Title XX services may not charge fees or ask donations from clients referred by the DHHS Adult Protective Services (APS) Program as long as these individuals remain active recipients of adult protective services as verified by Adult Protective Services staff.

7.10. Adult Protective Services

The Contractor will report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law.
The Contractor shall make a good faith effort to assure the provision of some level of services to those persons who the Department refers to the contracted agency and identifies the client in in need of protective services.
The Contractor shall follow the plan of care established by the APS social worker.
The contractor is expected to inform the referring APS staff of any changes in the individual's situation or other concerns, and the APS staffs are expected to inform the contractor of any information that may affect service provision.

7.11. E-Studio Electronic Information System

The Contractor shall be required to use BEAS' E-Studio electronic information system. E-Studio is BEAS' primary vehicle for uploading important information concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information. Contractor shall identify all of the key personnel who need to have E-Studio accounts to ensure that information from BEAS can be shared with the necessary agency staff. There is no cost to the contractor for BEAS to create an E-Studio account and no limit on the number of staff an agency identifies to have access to E-Studio. Contractor shall ensure that their E-Studio account(s) are kept current and that BEAS is notified when a staff member is no longer working in the program so his/her account can be terminated.

7.12. Criminal Background and Adult Protective Service Registry Checks

The contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services are required to complete a BEAS State Registry check before the staff member or volunteer begins providing services. In addition, all agency staff must undergo a NH Criminal Records Background check.

7.12.1. Contractor shall conduct a New Hampshire criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact.

7.12.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49, which require the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry.

7.13. Grievance and Appeals

The Contractor must maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and staff. The Contractor shall have grievance system in place that includes a grievance process and any grievances filed are to be available to DHHS upon request. At a minimum the process shall include the following:

a) Client name,
b) type of service,
c) date of written grievance,
d) nature/subject of the grievance,
e) who in the agency reconsiders agency decisions,
f) what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.

7.14. Privacy and Security of Client Information

DHHS is the designated owner of all data and shall approve all access to that data. The Contractor shall not have ownership of State data at any time. The Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law. Privacy policy statements may be developed and amended from time to time by the State and will be appropriately displayed on the State portal. The Contractor shall provide sufficient security to protect the State and DHHS data in network, transit, storage and cache. In the event of breach, the contractor shall notify the Department within one day from the date of breach.

7.15. Culturally and Linguistically Appropriate Standards of Care

The Contractor shall ensure equal access to quality services under this contract by providing culturally and linguistically appropriate services according to the following guidelines:

- Assess the ethnic/cultural needs, resources and assets of their community.
- Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment or to those with disabilities.
- When feasible and appropriate, provide clients of minimal English skills with interpretation services.
- Offer clients a forum through which they have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may require a response.
- When feasible and appropriate, identify communication access needs for clients who may be deaf or hard of hearing, and/or have vision or speech impairment and develop an individual communication plan for clients to receive services.

7.16. Wait Lists

7.16.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. The contract agency shall maintain a wait list in accordance with NH Administrative Rules He-E 501 and 502 when funding or resources are not available to provide the requested services. A wait list includes at a minimum:

a) Each contract agency shall include the following information on its wait list:
   i) The individual's full name and date of birth;
   ii) The name of the service being requested;
   iii) The date upon which the individual applied for services which shall be the date the application was receive by the contract agency or BEAS;
   iv) The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
   v) The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services;
   vi) The individual's assigned priority on the wait list, determined in accordance with (b) below;
   vii) A brief description of the individual's circumstances and the services he or she needs.
b) The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
   i) Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
   ii) Declining mental or physical health of the caregiver;
   iii) Declining mental or physical health of the individual;
   iv) Individual has no respite services while living with a caregiver; and
   v) Length of time on the wait list.
   vi) When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.
   vii) Individuals who are being served under protective services RSA 161-F: 42-57 shall be given priority status on the waitlist and in accordance with He-E 501.14 (f) and He-E 502.13.
   viii) Individuals with adult protective needs in accordance with RSA 161-F: 42-57 shall be exempt from the wait list.
c) When an individual is placed on the wait list, the contract agency shall notify the individual in writing
d) The wait list must be maintained during the contract period and available to BEAS upon request.

7.17. Notice of Failure to meet Service Obligations

1) In the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date, the Contractor shall give at least a ninety (90) day prior written notice addressed to the Bureau Director, Bureau of Elderly and Adult Services, of such in ability to meet service obligations.
2) Examples of failure to meet service obligations may include, but are not limited to:
   a) Reducing hours of operation
   b) Changing a geographic service area
   c) Closing or opening a site
3) The written notification shall include the following:
   a) The reasons for the inability to deliver services;
   b) How service recipients and the community will be impacted if the contractor is unable to provide services
   c) How service recipients and the community will be notified; and
   d) The Contractor's plan to transition clients into other services or refer the clients to other agencies.
4) The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:
   a) Service(s) are terminated or planned to be terminated prior to the termination date of the contract;

b) The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State;
c) The Contractor terminates a services or services for any reason;
d) The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

7.18. Transition Process

The Contractor shall have a transition process for clients in the event that they maybe transitioned between DHHS contracted providers and shall submit their written transition process to DHHS within thirty days of approval of the Contract Agreement. The process shall ensure

a) Uninterrupted delivery of services for clients;
b) A method of notifying clients and/or the community about the transition. A staff member shall be available to address questions about the transition.

7.19. Compliance with Laws and Regulations

Services and Administration of the program services shall be provided in accordance with the applicable federal and state laws, Title III and Title XX rules, policies and regulations adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.

7.20. Contract Monitoring

The Contractor shall:

7.20.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.

7.20.2. Ensure the Department is provided with access that includes but is not limited to:

a) Data
b) Financial records
c) Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
d) Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
e) Scheduled phone access to Contractor principals and staff
f) Timely unscheduled phone response by Contractor principals and staff.

7.21. Financial Integrity Maintenance

7.21.1. Financial Reporting Requirements: In addition to the requirement for Contractor to provide annual audited financial statements, the Contractor agrees to provide quarterly to the State, interim Balance Sheet and Profit and Loss Statements for the Contractor to including separate statements for related parties. All statements must be certified by an officer of the reporting entity.

7.21.2. Corrective Action and or Termination: If after review of the contractor submitted information, and based on the following risk assessment, the State at its sole discretion, the State may:
1. Require a corrective action plan for identified deficiencies, or
2. Terminate the contract for reasons of risk to continued operation, services, or deliverables as required by the terms of the contract.

7.21.3. Absence of Risk Conditional Termination: This section does not negate any rights the State may have relative to the contract.

7.21.4. Risk Assessment Process:

The State will analyze the financial information provided by Contractor. Such analysis will include calculation of the ratios set forth in Table A. The weighted average of the ratios is used to calculate a risk score as follows:

- Low Risk 70% and Above
- Moderate Risk From 26% to 69%
- High Risk 25% and Below

7.21.5. Weighted Average: The process for the scoring is

1. Calculate the individual ratio for the Contractor
2. Divide Contractor ratio by the benchmark to determine percentage above or below benchmark
3. Multiply Contractor percentage by "Percentage Weight of Risk Score"
4. Add the scores for the ratios as determined for each ratio in Steps 1 to 3.

7.21.6. The State will provide, upon request, the Risk calculations for the Contractor.

Table A - Risk Analysis Assessment Ratios Matrix

Category	*Name of Ratio*	*Description*	*How it is Calculated*	*What the Ratio Measures*	*Benchmark*	*Percentage of Total Risk Assessment*
Liquidity	Current Ratio	This ratio compares the Current Assets with the Current Liabilities.	CURRENT ASSETS / CURRENT LIABILITIES	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a ratio, and represents 15% of the total risk assessment value.	1.0:1	10.0%
Liquidity	Days Expense in Working Capital	This ratio calculates the number of day's expense that the working capital can support.	(CURRENT ASSETS - CURRENT LIAB) / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed in "number of days" and represents 15% of the total risk assessment value.	30	10.0%

Contractors Initials: [illegible]
Date: 5/20/14

Table A - Risk Analysis Assessment Ratios Matrix						
Category	*Name of Ratio*	*Description*	*How it is Calculated*	*What the Ratio Measures*	*Benchmark*	*Percentage of Total Risk Assessment*
Liquidity	Days of Revenue In Accounts Receivable	This ratio calculates the number of days of revenue that are in accounts receivable.	(ACCOUNTS RECEIVABLE) / (REVENUE/365)	This ratio measures the performance of the accounts receivable function and the timeliness of revenue collection. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in days.	30	10.0%
Operating Results	Return on Equity	This ratio is a representation of the increase or decrease in net assets from the prior year.	INCREASE IN NET ASSETS / NET ASSETS	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Operating Results	Operation Income to Revenue	This ratio compares the current year's operating income with the current year's revenue.	OPERATING INCOME / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	3%	10.0%

Contractors Initials: CP
Date: 5/20/14

Table A - Risk Analysis Assessment Ratios Matrix						
Category	*Name of Ratio*	*Description*	*How it is Calculated*	*What the Ratio Measures*	*Benchmark*	*Percentage of Total Risk Assessment*
Operating Results	Cash Flow % of Revenue	This ratio calculates the company's cash flow as a percentage of revenue.	(INCREASE IN NET ASSETS + DEPRECIATION) / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	2%	10.0%
Leverage	Debt to Equity	This ratio compares total debt to equity.	(TOTAL ASSETS - NET ASSETS)/NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a ratio and represents 5% of the total risk assessment value.	0.7:1	5.0%
Leverage	Long Term Debt to Equity	This ratio compares long term debt to equity.	LONG TERM DEBT / NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 5% of the total risk assessment value.	100%	5.0%
Leverage	Debt Ratio	This ratio compares total debt to total assets.	(TOTAL ASSETS - NET ASSETS)/TOTAL ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk	50%	10.0%

Table A - Risk Analysis Assessment Ratios Matrix						
Category	*Name of Ratio*	*Description*	*How it is Calculated*	*What the Ratio Measures*	*Benchmark*	*Percentage of Total Risk Assessment*
				assessment value.		
Reserves	Cash Flow to Total Debt	This ratio compares cash flow to total debt.	(OP. SURPLUS + DEPRECIATION) / (TOTAL ASSETS - NET ASSETS)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Reserves	Days Expense in Available Net Assets	This ratio calculates the number of day's expense that the net assets of the company can support.	NET ASSETS / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in "number of days" and this represents 10% of the total risk assessment value.	90	10.0%
						100.0%

7.22. Agreement Elements

The Agreement between the parties shall consist of the following: General Provisions (P-37), Exhibit A Scope of Services, Exhibit A-1 Geographic Area, Exhibit A-2 Congregate Meal Sites, Exhibit B Method and Conditions Precedent to Payment, Exhibits B-1, B-2 and B-3, Exhibit C Special Provisions, Exhibit C-1 Additional Special Provisions, Exhibit D Certification Regarding Drug-Free Workplace, Exhibit E Certification Regarding Lobbying, Exhibit F Certification Regarding Debarment, Suspension and Other Responsibility Matters, Exhibit G Certification Regarding the American's With Disabilities Act Compliance, Exhibit H Certification Regarding Environmental Tobacco Smoke, Exhibit I Health Insurance Portability and Accountability Act Business Associate Agreement, Exhibit J Certification Regarding The Federal Funding Accountability and Transparency Act Compliance. In the event of any conflict or contradiction between or among the Agreement documents, the documents shall control in the above order of precedence.

Exhibit A-1
July 1, 2014 through June 30, 2015

GEOGRAPHIC AREA FORM

RFP # 14-DHHS-DCBCS-BEAS-05
Contractor's name: VNA at HCS

Name of Service	County/Counties	Towns/Cities where Services will be offered
Congregate Meals	Cheshire County	All
Home Delivered Meals	Cheshire County	Chesterfield, Fitzwilliam, Gilsum, Hinsdale, Keene, Marlborough, Rindge, Sullivan, Surry, Swanzey, Troy, Winchester, Westmoreland
Friendly Bus Transportation	Cheshire County	Keene

Contractors Initials: CP
Date: 5/20/14

Exhibit A-2
July 1, 2014 through June 30, 2015

RFP # 14-DHHS-DCBCS-BEAS-05

CONGREGATE SITE INFORMATION

Contractor's name: VNA at HCS

Site Name	Location	Dining Hours	Days of Week (name days)	Average Number of Meals Expected to	Date of Most Recent Inspections	
					Fire	Health
Harper Acres	105 Castle Street, Keene	11:30am	Monday - Friday	100	10/14/2013	9/30/2013
Hinsdale Mealsite	Main Street, Hinsdale	12:00pm	Monday - Friday	120	3/27/2014	9/30/2013
Jaffrey	22 Hathorn Road, Jaffrey	12:00pm	3rd Thursday each month	150	9/13/2013	N/A
Keene Senior Center	70 Court Street, Keene	12:00pm	Wednesday	30	3/31/2014	9/30/2013
Marlborough	Main Street, Marlborough	12:00pm	2nd Thursday each month	40	3/1/2014	N/A
Meadowood	Bowkerville Road, Troy	12:00pm	Monday - Friday	110	6/29/2013	9/30/2013
North Walpole	38 Church Street, North Walpole	12:00pm	4th Friday each month	90	2/18/2014	N/A
Marlow	5 Church Street, Marlow	12:00pm	1st Tuesday each month	40	3/25/2014	N/A
Stoddard	200 School Street, Stoddard	12:00pm	4th Tuesday each month	60	10/9/2013	N/A
Westmoreland	Town Hall, Westmoreland	12:00pm	3rd Tuesday each month	50	2/19/2014	N/A
Garden Café	312 Marlboro Street, Keene	12:00pm	Monday - Friday	18	10/31/2013	9/30/2013

Contractors Initials: CP
Date: 3/20/14

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions (P-37) of this Agreement for the services provided by the Contractor pursuant to Exhibit A, Scope of Services and for the period beginning July 1, 2014 or the date of G&C approval, whichever is later. The completion date of this contract shall be June 30, 2015, block 1.7 of the P-37.

2. Service(s) provided in this Agreement: The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A, Paragraph 5. The following terms and conditions detailed below in this Exhibit B shall apply to all services unless expressly stated otherwise.

3. Payment for contracted services will be made up to the total maximum allowable funding identified in Column D of Exhibits B-1 and B-3, and Column C of Exhibit B-2 and based on the following reimbursement rates:

   3.1. $4.85 per home delivered meal
   3.2. $5.50 per congregate meal
   3.3. $8.75 per person per day for Transportation Services
   3.4. .30 cents per mile

4. The General provisions (P-37) Section 1.6 Account Numbers for funding under this contract including identification of the funding source (name of Grantor and Catalog of Federal Domestic Assistance (CFDA) number) are as follows:

Service	Funding Name	Funding Source	CFDA #	State of NH Account Number
Transportation	Special Programs for the Aging- Title IIIB	ACL	93.044	05-95-48-481010-78720000-512-500352
Nutrition Services	Special Programs for the Aging- Title IIIC	ACL	93.045	05-95-48-481010-78720000-541-500383
Nutrition Services: Home Delivered Meals	Social Services Block Grant- Title XX	U.S. Dept of Health & Human Services	93.667	05-95-48-481010-92550000-544-500386

5. Notwithstanding paragraph 18 of the P-37, an amendment limited to the terms of Exhibit B-1, B-2, and B-3 to transfer the amount of units from one service to another can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

6. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT).

7. The DHHS may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in

Contractor Initials CP
Date 5/20/14

accordance with the requirements and scope of services in Exhibit A; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.

8. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of required reports, or Contractor Site Review Reports, the State may review all units served to clients and number of miles per client incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any units served to clients and number of miles per client incurred that are not determined to be allowable or are determined to be served to ineligible clients and shall, by written notice specifying the disallowed costs, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs.

9. Form Submission:
Prior to submittal of an invoice for the following Title III funded services: Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

Prior to submittal of an invoice for Title XX Meals the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.

10. Invoice Submission:
10.1. Meals
Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual meals served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.
Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual meals served during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.

10.1.1. Meals Mileage
Title III: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title XX: The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Contract Service Authorization Form (#3502) and Meal and Mileage Invoices shall be sent to:
NH Department of Health and Human Services
Data Management Unit
129 Pleasant St, P.O. Box 2000
Concord, NH 03301

10.2. Title III Transportation:
The Contractor shall complete and submit a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served (unit being per client, per day) during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit. In addition, the Contractor shall complete a monthly transportation form. The form will be a predefined electronic form supplied by DHHS.

10.2.1. Title III Transportation Mileage
The Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual miles to and from headquarters during the month specified. Headquarters is defined as where the transport vehicle is housed. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Title III Transportation and Mileage invoices and the monthly transportation form shall be submitted to:
Financial Management
DHHS Bureau of Elderly and Adult Services
129 Pleasant St, Brown Building
Concord NH 03301

10.3. Contractor will have forty-five (45) days from the end of the contract period to submit final invoices to the Department for payment. Any adjustments made to a prior invoice, during these forty-five (45) days, will need to be accompanied by supporting documentation.

10.4. The DHHS will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.

10.5. The Contractor shall submit to DHHS the subcontractor's budget for review and approval. The Contractor shall submit to DHHS copies of their subcontractor's invoices for actual units served to clients and number of miles per client that support the requests for reimbursement, upon DHHS request.

Exhibit B-1
Home Delivered Meals
July 1, 2014 through June 30, 2015

VNA at HCS			
Col. A	Col. B	Col. C	Col. D
Funding	Projected Number of Home Delivered Meals	Projected Number of Miles	Total Maximum Amount Allowed by Funding
Title III C2	44,845	66,622	$ 237,484.85
Title XX	39,449	58,593	$ 208,905.55

Contractors Initials: GP
Date: 5/20/14

Exhibit B-2
Congregate Meals
July 1, 2014 through June 30, 2015

VNA at HCS		
Col. A	Col. B	Col. C
Funding	Projected Number of Congregate Meals	Total Maximum Amount Allowed by Funding
Title III C1	26,645	$ 146,547.50

Contractors Initials: cp
Date: 3/6/14

Exhibit B-3
Transportation Services
July 1, 2014 through June 30, 2015

VNA at HCS			
Col. A	Col. B	Col. C	Col. D
Funding	Projected Number of Clients	Projected Number of Miles	Total Maximum Amount Allowed by Funding
Title III B	4,680	56,663	$ 57,948.90

Contractors Initials: GP
Date: 3/20/14

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party fundors for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party fundors, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to

subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function

16.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate

16.3. Monitor the subcontractor's performance on an ongoing basis

16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

16.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
   4. CONDITIONAL NATURE OF AGREEMENT.
   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. **Contract Extension:** The Department reserves the right to extend the completion date of the contract for up to two years to be exercised by mutual agreements by the parties, upon availability of funding, acceptable performance of the Statement of Work, and subsequent approval by the Governor and Executive Council.

4. **CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS:**
   4.1 This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L.112–239) and FAR 3.908.

Contractors Initials: GP
Date: 3/20/14

4.2 The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

4.3 The Contractor shall insert the substance of this clause, including this paragraph (4.3), in all subcontracts over the simplified acquisition threshold.

5. Subparagraph 14.1.1 of the General Provisions of this contract is deleted and the following subparagraph is added:

14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $1,000,000 per occurrence and excess/umbrella liability coverage in the amount of $4,000,000 per occurrence; and

Contractors Initials: GP
Date: 3/20/14

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
   1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

312 Marlboro Street, Keene, NH 03431

Check ☒ if there are workplaces on file that are not identified here.

Contractor Name: VNA at HCS

5/20/2014
Date

Cathy Sorenson
Name: Cathy Sorenson
Title: President/CEO

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor Name: VNA at HCS

5/20/2014
Date

Name: Cathy Sorenson
Title: President/CEO

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: VNAat HCS

5/20/2014
Date

Name: Cathy Sorenson
Title: President/CEO

CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Contractor Name: VNA at HCS

5/20/2014
Date

Name: Cathy Sorenson
Title: President/CEO

21

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF ELDERLY & ADULT SERVICES

Nicholas A. Toumpas
Commissioner

Diane Langley
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9203 1-800-351-1888
Fax: 603-271-4643 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

6/10/15 # 21

May 15, 2015

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to exercise a renewal option to existing agreements, with the vendors listed below, for the continuation of nutrition and transportation services to support the seniors and the disabled to remain in their homes and community, by increasing the price limitation by $12,511,977 from $9,984,063.25 to an amount not to exceed $22,496,040.25, and extending the completion date from June 30, 2015 to September 30, 2016, effective July 1, 2015 upon Governor and Executive Council approval. 54% Federal funds and 46% General funds.

Summary of contracted amounts by vendor:

Vendor Name	Vendor	Location	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
Community Action Partnership of Strafford County	177200	Dover, NH	$39,728.75	$49,663.05	$89,391.80
Community Action Program Belknap-Merrimack Counties, Inc	177203	Concord, NH	$1,657,419.80	$2,071,774.10	$3,729,193.90
Community Alliance of Human Services	177312	Newport, NH	$66,875.00	$83,593.65	$150,468.65
Easter Seals New Hampshire, Inc.	177204	Manchester, NH	$107,788.75	$134,733.75	$242,522.50
Gibson Center for Senior Services	155344	North Conway, NH	$289,387.50	$361,741.00	$651,128.50
Grafton County Senior Citizens Council, Inc.	177675	Lebanon, NH	$1,352,477.50	$1,690,602.05	$3,043,079.55
Lamprey Health Care	177677	Newmarket, NH	$67,750.00	$84,687.20	$152,437.20

Vendor Name	Vendor	Location	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
Newport Senior Center	177250	Newport, NH	$809,936.45	$1,012,422.40	$1,822,358.85
Ossipee Concerned Citizens	170158	Center Ossipee, NH	$386,275.40	$514,726.75	$901,002.15
Rockingham Nutrition MOW	155197	Brentwood, NH	$1,639,485.00	$2,049,356.25	$3,688,841.25
St Joseph Community Services	155093	Somersworth, NH	$1,688,273.50	$2,110,348.45	$3,798,621.95
Strafford Nutrition MOW	260818	Merrimack, NH	$432,646.30	$540,806.50	$973,452.80
Tri-County Community Action Program	177195	Berlin, NH	$795,132.50	$993,917.00	$1,789,049.50
VNA at HCS	177274	Keene, NH	$650,886.80	$813,604.85	$1,464,491.65
Total			**$9,984,063.25**	**$12,511,977.00**	**$22,496,040.25**

Funds are anticipated to be available in State Fiscal Years 2016 and 2017 in the following accounts, upon availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

Please see attached financial detail.

EXPLANATION

This requested action seeks approval to amend 14 agreements by exercising fifteen (15) months of a renewal option for the continuation of nutrition and transportation services statewide. Nutrition and transportation services will be provided to seniors and disabled persons who are not eligible for Medicaid. Governor and Executive Council approved these original agreements on June 18, 2014 (Item #109).

The purpose of these contracts is to provide direct services to clients that support their health, independence and ability to remain in their homes and communities. The contractors will conduct clients' surveys on the quality of the services to ensure services are being delivered satisfactory or better. Additionally, contractors will be collecting and reporting data on the number of clients, the number of meals, and the number and type of transportation for the Department to understand the gaps in service delivery and to be able to have more meaningful discussions about these two important services.

Should the Governor and Executive Council not authorize these agreements, the nutrition and transportation services provided to low income, elderly and/or disabled clients will be reduced, or eliminated, to a level that could jeopardize their ability to remain in their home and likely create need for more costly long-term care services in traditional nursing homes or community based care programs. These direct care social services allow the elderly and disabled adults to secure and maintain independence, health, and quality of life while keeping individuals in their home and community.

These contractors were selected through a competitive bid process.

Geographic area to be served is specific per contract. See Summary of Services and Geographic Area (Attachment A).

Source of Funds for these contracts: 46% General Funds and 54% Federal Funds from:

- Catalog of Federal Domestic Assistance #93.044 United States Department of Health and Human Services, Administration for Community, Living Special Programs for the Aging-Title IIIB, Federal Award Identification Number 15AANHT3SS
- Catalog of Federal Domestic Assistance #93.045 United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging-Title IIIC-1, Federal Award Identification Number 15AANHT3CM
- Catalog of Federal Domestic Assistance #93.045 United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging-Title IIIC-2, Federal Award Identification Number 15AANHT3HD
- Catalog of Federal Domestic Assistance #93.667 United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant-Title XX

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Diane Langley
Director

Approved by:
Nicholas A. Toumpas
Commissioner

109 MJT

6/18/14 #109

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

Nicholas A. Toumpas
Commissioner

Diane Langley, Director
Sheri Rockburn, Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9203 1-800-351-1888
Fax: 603-271-4643 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 22, 2014

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

60% Federal funds
40% General funds

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to enter into agreements with multiple vendors to provide nutrition and transportation services to support the elderly and the disabled to remain in their homes and community in an amount not to exceed $9,984,063.25 in the aggregate, effective July 1, 2014 or date of Governor and Council approval, whichever is later, through June 30, 2015.

Summary of contracted amounts by vendor:

Vendor	Location	Amount
Community Action Partnership of Strafford County	Dover, NH	$ 39,728.75
Community Action Program Belknap-Merrimack Counties, Inc.	Concord, NH	$1,657,419.80
Community Alliance of Human Services	Newport, NH	$ 66,875.00
Easter Seals New Hampshire, Inc.	Manchester, NH	$ 107,788.75
Gibson Center for Senior Services	North Conway, NH	$ 289,387.50
Grafton County Senior Citizen's Council, Inc.	Lebanon, NH	$1,352,477.50
Lamprey Health Care, Inc.	Newmarket, NH	$ 67,750.00
Newport Senior Center, Inc.	Newport, NH	$ 809,936.45
Ossipee Concerned Citizens, Inc.	Center Ossipee, NH	$ 386,275.40
Rockingham Nutrition & M-O-W Program, Inc.	Brentwood, NH	$1,639,485.00
Strafford Nutrition/Meals on Wheels	Somersworth, NH	$ 432,646.30
St. Joseph Community Services, Inc.	Merrimack, NH	$1,688,273.50
Tri County CAP	Berlin, NH	$ 795,132.50
VNA at HCS, Inc.	Keene, NH	$ 650,886.80
Total		**$9,984,063.25**

Funds to support this request in State Fiscal Year 2015 are available in account 7872 and are anticipated to be available in account 9255 pending Fiscal and Governor and Executive Council approval of a transfer of appropriation into this account. The contract provides the Department the authority to adjust amounts within the price limitation without further approval from the Governor and Executive Council.

05-95-48-481010-78720000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS (63% Federal and 37% General)

Fiscal Year	Class/Object	Class Title	Amounts
2015	512-500352	Transportation of Clients	$ 1,459,204.75
2015	541-500383	Meals - Home Delivered & Congregate	$ 5,922,793.70
		Subtotal	$ 7,381,998.45

05-95-48-481010-92550000 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICES BLOCK GRANT (53% Federal and 47% General Funds)

Fiscal Year	Class/Object	Class Title	Amounts
2015	544-500386	Meals Home Delivered	$ 2,602,064.80
		Subtotal	$ 2,602,064.80
		Grand Total	$ 9,984,063.25

EXPLANATION

This requested action seeks approval of 14 of 14 agreements that represent $9,984,063.25 for transportation and meals provided to seniors who are not eligible for Medicaid. All selected vendors had contracts with the Department in State Fiscal Year 2014 and funding is relatively flat, from both State General Funds and federal source. The Department has included language in the contracts to allow for amendments limited to the terms of Exhibits B-1, B-2, and B-3 to transfer the amount of units from one service to another and within the price limitation, to be made by written agreement of both parties without obtaining approval of Governor and Executive Council.

Should the Governor and Executive Council not authorize these agreements, the nutrition and transportation services provided to low income, elderly and/or disabled clients will be reduced, or eliminated, to a level that could jeopardize their ability to remain in their home and would likely need more costly long-term care services in traditional nursing homes or community based care programs. These direct care social services allow the elderly and disabled adults to secure and maintain independence, health, and quality of life while keeping individuals in their home and community.

These contractors were selected through a competitive bid process. The Department issued a Request for Proposal published on the Department's website November 22, 2013, and notified potential bidders. The Department received fifteen (15) proposals. The evaluation committee recommended awarding agreements to fourteen (14) Contractors. See Bid Summary (Attachment A).

The proposals were evaluated and scored using a consensus model. Three Department staff evaluated the proposals on its technical merits consistent with the criteria for evaluation of Technical Proposal as specified in the Request for Proposals. These staffs' experiences included administration of a Food Protection Section within the Division of Public Health Services, registered dietitian, management of administrative rules and policy development for the Bureau of Elderly and Adult Services, consultant with the NH Department of Education's Bureau of Nutrition Programs and Services, and adult protective social work for the Bureau of Elderly and Adult Services. Two Department staff, with over twenty years' experience in auditing and finance, evaluated the proposal's cost bid. See Bid Summary (Attachment A).

The contracts include an option to extend the completion date for up to two years to be exercised by mutual agreement by the parties, upon availability of funding, acceptable performance of the Statement of Work, and subsequent approval by the Governor and Executive Council.

The purpose of these contracts is to provide direct services to clients that support their health, independence and ability to remain in their homes and communities. The contractors will conduct clients' surveys on the quality of the services to ensure services are being delivered satisfactory or better. Additionally, contractors will be collecting and reporting data on the number of clients, the number of meals, and the number and type of transportation for the Department to understand the gaps in service delivery and to be able to have more meaningful discussions about these two important services.

Geographic area to be served is specific per contract. See Summary of Services and Geographic Area (Attachment B).

Source of Funds for these contracts: 60% Federal Funds from the Social Services Block Grant and Administration for Community Living's Special Programs for the Aging-Title III and 40% General Funds.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Sheri L. Rockburn
Director

Approved by:
Nicholas A. Toumpas
Commissioner

Nutrition and Transportation (Title XX and Title III Programs)
Bid Summary for Home Delivered Meals, Congregate Meals and Transportation

No.	Name of Bidder:	Home Delivered Meals Total Score (Maximum Points = 150)	Congregate Meals Total Score (Maximum Points = 150)	Transportation Total Score (Maximum Points = 150)	DHHS Selection
1	Community Action Program Belknap and Merrimack Counties, Concord NH	140	133	137	Selected
2	Community Action Partnership of Strafford County, Dover NH	N/A	N/A	112	Selected
3	Community Alliance of Human Services, Newport NH	N/A	N/A	103	Selected
4	Easter Seals of New Hampshire Manchester NH	N/A	N/A	105	Selected
5	Gibson Center For Senior Services, North Conway NH	112	117	115	Selected
6	Grafton County Senior Citizen's Council, Lebanon NH	116	133	132	Selected
7	Lamprey Health Care Newmarket NH	N/A	N/A	111	Selected
8	Newport Senior Center Newport NH	111	104	114	Selected
9	Ossipee Concerned Citizens Center Ossipee NH	107	120	N/A	Selected
10	Rockingham Meals on Wheels and Nutrition Program Brentwood NH	126	112	120	Selected
11	St Joseph Community Services, Merrimack NH	138	115	124	Selected
12	Strafford Nutrition Meals on Wheels Somersworth NH	117	98	N/A	Selected
13	Transport Central Plymouth NH	N/A	N/A	66	Not Selected
14	Tri-County Community Action Program, Berlin NH	113	110	111	Selected
15	VNA @ HCS (Home Healthcare & Hospice and Community Services), Keene NH	118	113	114	Selected

Proposal Evaluation

Technical Proposal Team:
Bruce Angus, Social Worker, Adult Protective Services
Laura Gaudette, Manager of Administrative Rules and Policy Development for the Bureau of Elderly and Adult Services
Joyce Welch, Administrator for Public Health, Food Protection

Cost Proposal Team:
Sheri Rockburn, Director of Finance
Laurie Heath, Grants and Financial Reporting

Nutrition and Transportation Services (Title XX and Title III Programs)
Summary of Services and Geographic Area

No.	Name of Bidder:	Nutrition Services: Home Delivered and Congregate Meals	Transportation	Geographic Area
1	Community Action Partnership of Strafford County, Dover NH	NA	X	Transportation: Strafford Co. Towns of Barrington, Dover, Durham, Farmington, Lee, Madbury, Middleton, Milton, New Durham, Rochester, Somersworth & Strafford
2	Community Action Program Belknap and Merrimack Counties, Concord NH	X	X	(Nutrition: Belknap Co. All & Merrimack Co. All) (Transportation: Merrimack Co. Towns of Allenstown, Andover, Bradford, Concord, Danbury, Epsom, Franklin, Henniker, Hooksett, Hopkinton, Newbury, New London, Northfield, Pembroke, Pittsfield, Sutton, Warner & Webster. Belknap Co. Towns of Alton, Belmont, Center Harbor, Gilford, Gilmanton, Laconia, Meredith, New Hampton Sanbornton & Tilton)
3	Community Alliance of Human Services, Newport NH	NA	X	Transportation: Sullivan Co. All
4	Easter Seals New Hampshire Manchester NH	NA	X	Transportation: Hillsborough Co. Towns of Manchester, Bedford, Litchfield & Goffstown. Rockingham Co. Town of Auburn. Merrimack Co. Town of Hooksett
5	Gibson Center For Senior Services, North Conway NH	X	X	(Nutrition: Northern Carroll Co. Towns of Albany, Bartlett, Chatham, Conway, Eaton, Jackson, Madison) (Transportation: Northern Carroll Co. Towns of Albany, Bartlett, Chatham, Conway, Eaton, Jackson, Madison)
6	Grafton County Senior Citizen's Council, Lebanon NH	X	X	(Nutrition: Grafton Co. All, Sullivan Co. Town of Plainfield) (Transportation: Grafton Co. All, Sullivan Co. Town of Plainfield)
7	Lamprey Health Care Newmarket NH	NA	X	Transportation: Rockingham Co. Towns of Atkinson, Auburn, Brentwood, Candia, Danville, Deerfield, East Kingston, Epping, Exeter, Fremont, Hampstead, Hampton, Hampton Falls, Kensington, Kingston, Newfields, Newmarket, Newton, North Hampton, Northwood, Nottingham, Plaistow, Raymond, Sandown, Seabrook & Stratham. Strafford Co. Towns of Barrington, Durham & Lee.
8	Newport Senior Center Newport NH	X	X	(Home Delivered Meals: Sullivan Co. Towns of Acworth, Charlestown, Claremont, Cornish, Croydon, Goshen, Grantham, Langdon, Lempster, Newport, Springfield, Sunapee, Unity & Washington) (Congregate Meals: Sullivan Co. Towns of Charlestown, Claremont & Newport) (Transportation: Sullivan Co. Town of Newport)
9	Ossipee Concerned Citizens, Inc. Center Ossipee NH	X	NA	(Home Delivered Meals: Caroll Co. Towns of Effingham, Freedom, Moultonboro, Ossipee, Sandwich, Tamworth & Wakefield) (Congregate Meals: Carroll Co. Towns of Moultonboro, Ossipee, Sandwich & Tamworth

No.	Name of Bidder:	Nutrition Services: Home Delivered and Congregate Meals	Transportation	Geographic Area
10	Rockingham Meals on Wheels and Nutrition Program, Brentwood NH	X	X	(Nutrition: Rockingham Co. All) (Transportation: Rockingham Co. All)
11	Strafford Nutrition Meals on Wheels Somersworth NH	X	NA	(Home Delivered Meals: Strafford Co. All) (Congregate Meals: Strafford Co. Towns of Dover, Rochester & Somersworth)
12	St Joseph Community Services Merrimack NH	X	X	(Home Delivered Meals: Hillsborough Co. Town of Amherst) (Congregate Meals: Hillsborough Co. Towns of Antrim, Bedford, Bennington, Brookline, Deering, Francestown, Goffstown, Greenfield, Greenville, Hancock, Hillsborough, Hollis, Hudson, Litchfield, Lyndeborough, Manchester, Mason, Merrimack, Milford, Mont Vernon, Nashua, New Boston, New Ipswich, Old Dunstable, Pelham, Peterborough, Sharon, Temple, Weare, Wilton & Windsor) (Transportation: Hillsborough Co. Towns of Amherst, Milford, Hillsborough & Deering)
13	Tri-County Community Action Program, Inc. Berlin NH	X	X	(Home Delivered Meals: Coos Co. All) (Congregate Meals: Coos Co. Towns of Berlin, Colebrook, Dummer, Gorham, Lancaster, Milan, North Stratford, Pittsburg, Shelburne & Whitefield) (Transportation: Coos Co. ALL except Towns of Carroll, Dalton, Dummer & Milan. Grafton Co. Towns of Bethlehem, Dalton, Easton, Franconia, Lincoln, Lisbon, Littleton, Lyman, Sugar Hill, Twin Mountain, Woodsville & Woodstock. Carroll Co. Towns of Albany, Center Conway, Conway, Center Ossipee, Center Tuftonborough, Madison, Meredith, Moultonborough, North Conway, North Sandwich, Ossipee, Redstone, Sandwich, SouthTamworth, Tamworth, Tuftonboro, West Ossipee & Wolfeboro)
14	VNA @ HCS (Home Healthcare & Hospice and Community Services) Keene NH	X	X	(Home Delivered Meals: Cheshire Co. Chesterfield, Fitzwilliam, Gilsum, Hinsdale, Keene, Marlborough, Rindge, Sullivan, Surry, Swanzey, Troy, Winchester & Westmoreland) (Congregate Meals: Cheshire Co. All) (Transportation: Cheshire Co. Town of Keene)

An "X" denotes that the Contractor shall provide that service(s)