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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

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

Maureen U. Ryan
Director of Human
Services

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

April 17, 2017

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of Human Services, Bureau of Elderly and Adult Services, to **retroactively** amend an existing contract with Rockingham Nutrition Meals on Wheels (Vendor ID # 155197) located at 106 North Road, Brentwood, NH 03833, to change the transportation service rate within the price limitation for the provision of Nutrition and/or Transportation Services effective upon Governor and Executive Council Approval. There is no change to the price limitation of \$2,869,063.90 and no change to the completion date of September 30, 2018. The original agreement was approved by Governor and Executive Council on December 21, 2016 (Item # 15). 54% Federal Funds. 46% General Funds.

Funds to support this request are available in State Fiscal Year 2017 and are anticipated to be available for State Fiscal Year 2018 and 2019 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

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)

SFY	Class/ Account	Class Title	Current Budget
2017	512-500352	Transportation of Clients	\$90,844.00
2017	541-500383	Meals - Congregate	\$123,750.00
2017	544-500386	Meals - Home Delivered	\$331,837.00
2018	512-500352	Transportation of Clients	\$181,677.60
2018	541-500383	Meals - Congregate	\$247,500.00
2018	544-500386	Meals - Home Delivered	\$663,674.00
2019	512-500352	Transportation of Clients	\$45,416.80
2019	541-500383	Meals - Congregate	\$61,875.00
2019	544-500386	Meals - Home Delivered	\$165,918.50
		Subtotal	\$1,912,492.90

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)

	Class/Account	Class Title	Current Budget
SFY	544-500386	Meals Home Delivered	\$273,306.00
2017	544-500386	Meals Home Delivered	\$546,612.00
2018	544-500386	Meals Home Delivered	\$136,653.00
2019		Subtotal	\$956,571.00
		Total	\$2,869,063.90

EXPLANATION

The purpose of this amendment is to request a **retroactive** change to the transportation service rate for Rockingham Nutrition Meals on Wheels from \$10.40 to \$23.70, while reducing the total number of rides anticipated, with no change to the price limitation. Transportation Services support older, isolated and frail adults ages sixty (60) and older in the community by assisting them to continue living as independently as possible, safely, and with dignity.

Effective January 1, 2017, the Bureau of Elderly and Adult Services implemented a new rate structure for contracted transportation agencies without increasing the total amount of funding available for transportation. The new rate structure is intended to reimburse contract agencies at a rate that is more aligned with their costs for providing these services in their geographic areas. The rate change is being made to correct an incorrect rate allocated to the agency. The current rate was based on the agency's geographic headquarters in southern New Hampshire and currently does not account for the large rural areas served by the agency. In addition, the agency had requested fewer transportation units in its proposal than were assigned in the currently effective contract. The request is **retroactive** to the beginning of the contract, January 1, 2017, to account for the error. It is projected that the increase in rates will support the additional costs of serving clients in more rural areas and will ensure that clients are able to receive needed transportation services.

Transportation Services includes transporting individuals 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 socialization. Vehicles used for transportation services are registered and inspected in accordance to the State Department of Transportation and Department of Safety regulations. All drivers providing transportation services are licensed in accordance with NH Administrative Rule, Saf-C 1000, drivers licensing and Saf-C 1800, commercial drivers licensing, as applicable. The services the vendors provide support individuals ages sixty (60) and older or individuals with a disability or chronic illness. Services are designed to assist low income participants, including the elderly poor.

The contracts were competitively bid. The Department of Health and Human Services issued a Request for Application on August 10, 2016. Sixteen (16) applications were received. The proposals were evaluated by a team of Department of Health and Human Services employees with knowledge of the program requirements. Sixteen (16) contracts were approved by the Governor and Executive Council. These agreements include renewal options for up to two (2) years, contingent upon the provision of satisfactory services, continued funding, and Governor and Executive Council approval.

Should the Governor and Executive Council not approve this request, the funding rate assigned to the contractor will hamper the contractor's ability to provide transportation services.

Area served: Statewide

Source of Funds: 46% General Funds

54% Federal Funds: CFDA # 93.044 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIB (FAIN # 17AANHT3SS); #93.045 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-1 (FAIN # 17AANHT3CM); CFDA # 93.045 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-2 (FAIN # 17AANHT3HD); CFDA # 93.667 United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant

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

Respectfully submitted,



Maureen U. Ryan
Director of Human Services

Approved by: 
Jeffrey A. Meyers
Commissioner



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

**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 28th day of March, 2017, 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 non-profit agency with a place of business at 106 North Road, Brentwood, NH 03833.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 21, 2016 (Item #15), 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, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties; and

WHEREAS, the parties agree to modify the rate sheet;

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 in its entirety and replace with Exhibit B-2.

NP
4/21/2017



New Hampshire Department of Health and Human Services
Nutrition and Transportation

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

4/28/17
Date

Maureen U. Ryan
Maureen U. Ryan
Director

Rockingham Nutrition and Meals on Wheels Program, Inc.

4/21/2017
Date

Jelva Perre, Executive Director
Name:
Title:

Acknowledgement of Contractor's signature:

State of N.H., County of Rockingham on 4/21/17, before the undersigned officer, personally appeared the person identified directly 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.

Cynthia E. Melke
Signature of Notary Public or Justice of the Peace

Name and Title of Notary or Justice of the Peace

CYNTHIA E. MELKE, Notary Public
New Hampshire
My Commission Expires March 13, 2020

My Commission Expires: _____

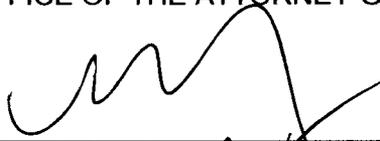
New Hampshire Department of Health and Human Services
Nutrition and Transportation



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

OFFICE OF THE ATTORNEY GENERAL

5/20/17
Date


Name: Megan A. Kelly
Title: 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:

Exhibit B-2 Rate Sheet

Nutrition and Transportation

1/1/2017 through 06/30/2017 Service Units				
Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC HD Meals	Per Meal	60,334	\$ 5.50	\$ 331,837.00
Title IIIC Cong Meals	Per Meal	22,500	\$ 5.50	\$ 123,750.00
Title XX HD Meals	Per Meal	49,692	\$ 5.50	\$ 273,306.00
Title IIIB Transportation	PerClient/PerDay	3,833	\$ 23.70	\$ 90,844.00

7/1/2017 through 06/30/2018 Service Units				
Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC HD Meals	Per Meal	120,668	\$ 5.50	\$ 663,674.00
Title IIIC Cong Meals	Per Meal	45,000	\$ 5.50	\$ 247,500.00
Title XX HD Meals	Per Meal	99,384	\$ 5.50	\$ 546,612.00
Title IIIB Transportation	PerClient/PerDay	7,666	\$ 23.70	\$ 181,677.60

7/1/2018 through 09/30/2018 Service Units				
Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC HD Meals	Per Meal	30,167	\$ 5.50	\$ 165,918.50
Title IIIC Cong Meals	Per Meal	11,250	\$ 5.50	\$ 61,875.00
Title XX HD Meals	Per Meal	24,846	\$ 5.50	\$ 136,653.00
Title IIIB Transportation	PerClient/PerDay	1,916	\$ 23.70	\$ 45,416.80

Contractor Initials: *AP*
 Date: *4/24/2017*

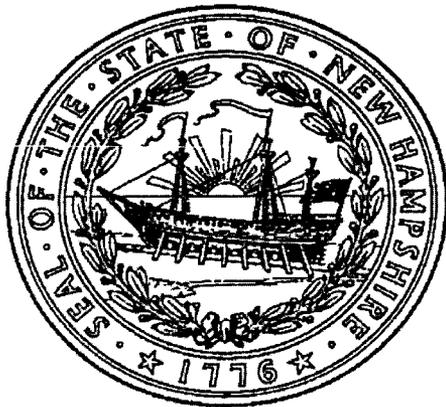
State of New Hampshire

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 registered to transact business in New Hampshire on October 30, 1978. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 66243



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of October A.D. 2016.

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

William M. Gardner
Secretary of State

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
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on June 9, 2016:
(Date)

RESOLVED: That the Chairman, Vice-Chairman, Treasurer, or Executive Director
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 21st day of April, 2017.
(Date Contract Signed)

4. Debra Perou is the duly elected
(Name of Contract Signatory)

Executive Director
(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 21st day of April, 2017.

By Sallyann Hawko, Board Secretary
(Name of Elected Officer of the Agency)

Cynthia E. Melke
(Notary Public/Justice of the Peace)

NOTARY SEAL

Commission Expires: CYNTHIA E. MELKE, Notary Public
New Hampshire
My Commission Expires March 13, 2020

3.2.10. Current Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/7/2016

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 Avery Insurance 21 South Main Street PO Box 1510 Wolfeboro NH 03894-1510	CONTACT NAME: Lin Schwarz PHONE (A/C, No, Ext): (603) 569-2515 FAX (A/C, No): (603) 569-4266 E-MAIL ADDRESS: lins@averyinsurance.net													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A Mass Bay</td> <td>22306</td> </tr> <tr> <td>INSURER B Hanover Insurance</td> <td>22292</td> </tr> <tr> <td>INSURER C Great Falls Insurance Company</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A Mass Bay	22306	INSURER B Hanover Insurance	22292	INSURER C Great Falls Insurance Company		INSURER D:		INSURER E:		INSURER F:
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INSURER C Great Falls Insurance Company														
INSURER D:														
INSURER E:														
INSURER F:														
INSURED Rockingham Nutrition and Meals on Wheels Program Inc 106 North Rd Brentwood NH 03833														

COVERAGES **CERTIFICATE NUMBER:** CL169705972 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		ZDVA09999702	9/8/2016	9/8/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Professional Liability \$ 1,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		AJVA098780	9/8/2016	9/8/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$		URV A32987602	9/8/2016	9/8/2017	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/M <input checked="" type="checkbox"/> N/A	WCD093270016	9/8/2016	9/8/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 500,000 E L DISEASE - EA EMPLOYEE \$ 500,000 E L DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 This certificate of insurance is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage, terms exclusions, and conditions afforded by the policy or policies referenced herein.

CERTIFICATE HOLDER **CANCELLATION**

NH Department of Health & Human Services 129 Pleasant St Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Thomas O'Dowd/LIN
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Rockingham Nutrition & Meals On Wheels Program

106 North Road • Brentwood, NH 03833

(603) 679-2201 • Fax: (603) 679-2206 • Admin@RNMOW.org

Agency Mission Statement:

RNMOW provides nutritious meals and beneficial support services to older and disabled residents of Rockingham County who need assistance to help them preserve long term health, well-being, and independence.

ROCKINGHAM NUTRITION AND MEALS ON WHEELS PROGRAM

BRENTWOOD, NEW HAMPSHIRE

FINANCIAL REPORT

JUNE 30, 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.

To the Board of Directors of
Rockingham Nutrition and Meals on Wheels Program
Brentwood, New Hampshire
Page 2

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Rockingham Nutrition and Meals on Wheels Program as of June 30, 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	<u>5,044</u>
 Total Current Assets	 1,834,203
 Property and equipment, net	 <u>28,939</u>
 Total Assets	 <u><u>\$ 1,863,142</u></u>

LIABILITIES AND NET ASSETS

Current Liabilities	
Accounts payable	\$ 35,321
Accrued expenses	139,460
Deferred revenue	<u>12,811</u>
 Total Liabilities	 <u>187,592</u>
 Net Assets	
Unrestricted:	
Operating	596,050
Board Designated	1,069,000
Temporarily Restricted	<u>10,500</u>
 Total Net Assets	 <u>1,675,550</u>
 Total Liabilities and Net Assets	 <u><u>\$ 1,863,142</u></u>

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 IIC	\$ 911,177	\$ -	\$ 911,177
Bureau of Elderly and Adult Services IIB	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	<u>21,000</u>	<u>(21,000)</u>	<u>-</u>
Total Public Support and Revenue	<u>3,066,653</u>	<u>-</u>	<u>3,066,653</u>
Net Unrealized Gain on Investments	<u>3,087</u>	<u>-</u>	<u>3,087</u>
Total Revenues, Gains and Other Support	<u>3,069,740</u>	<u>-</u>	<u>3,069,740</u>
Expenses			
Program Services			
Congregate	344,234	-	344,234
Home Meals	2,034,792	-	2,034,792
Transportation	<u>187,045</u>	<u>-</u>	<u>187,045</u>
Total Program Services	<u>2,566,071</u>	<u>-</u>	<u>2,566,071</u>
Supporting Services			
Management and General	254,922	-	254,922
Fundraising	<u>20,579</u>	<u>-</u>	<u>20,579</u>
Total Supporting Services	<u>275,501</u>	<u>-</u>	<u>275,501</u>
Total Expenses	<u>2,841,572</u>	<u>-</u>	<u>2,841,572</u>
Change in Net Assets	228,168	-	228,168
Net Assets - Beginning of Year	<u>1,436,882</u>	<u>10,500</u>	<u>1,447,382</u>
Net Assets - End of Year	<u>\$ 1,665,050</u>	<u>\$ 10,500</u>	<u>\$ 1,675,550</u>

The accompanying notes are an integral part of the financial statements.

ROCKINGHAM NUTRITION AND MEALS ON WHEELS PROGRAM
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2015

	Program Services				Supporting Services			Total Expenses
	Congregate	Home Meals	Transportation	Total Program Services	Management and General	Fundraising	Total Supporting Services	
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	<u>143</u>
 Net cash provided by operating activities	 <u>138,847</u>
 Cash flows from investing activities	
Purchases of investment securities	(12,631)
Purchases of equipment	<u>(1,594)</u>
 Net cash used in investing activities	 <u>(14,225)</u>
 Increase in cash and cash equivalents	 124,622
 Cash and cash equivalents - July 1, 2014	 <u>969,047</u>
 Cash and cash equivalents - June 30, 2015	 <u>\$ 1,093,669</u>
 Supplemental Disclosure of Cash Flow Information	
 Cash paid during year for taxes	 <u>\$ -</u>
Cash paid during year for interest	<u>\$ -</u>

ROCKINGHAM NUTRITION AND MEALS ON WHEELS PROGRAM
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2015

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.

ROCKINGHAM NUTRITION AND MEALS ON WHEELS PROGRAM
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2015

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.

ROCKINGHAM NUTRITION AND MEALS ON WHEELS PROGRAM
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2015

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:

	<u>Cost</u>	<u>Market Value</u>
Mutual Funds	<u>\$ 424,540</u>	<u>\$ 532,643</u>

Investment return for the year ended June 30, 2015 was composed of:

Dividends	\$ 12,631
Net unrealized gain	<u>3,087</u>
Total investment return	<u>\$ 15,718</u>

NOTE 3 **FAIR VALUE MEASUREMENTS**

Financial Accounting Standards Board (FASB) *Accounting Standards Codification* (ASC) 820, *Fair Value Measurements and Disclosures*, provides the framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurements) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of fair value hierarchy under ASC 820 are described below:

Level 1 – Unadjusted quoted prices in active markets for identical assets. The fair value of mutual funds is based on quoted net asset values of the shares held by the investment account at year-end.

Level 2 – Inputs other than quoted prices in Level 1 that are observable for the assets, either directly or indirectly. The investment account currently has no Level 2 assets.

ROCKINGHAM NUTRITION AND MEALS ON WHEELS PROGRAM
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2015

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:

<u>Assets at Fair Value as of June 30, 2015</u>		
<u>Description</u>	<u>Significant Observable Inputs (Level 1)</u>	<u>Total</u>
Mutual Funds:		
Large Cap Fund	\$246,612	\$246,612
Bond Funds	146,675	146,675
International Funds	103,997	103,997
Real Estate Fund	<u>35,359</u>	<u>35,359</u>
Total assets at fair value	<u>\$532,643</u>	<u>\$532,643</u>

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	<u>67,127</u>
	148,743
Less: Accumulated depreciation	<u>119,804</u>
Net book value	<u>\$ 28,939</u>

Depreciation expense for the year ended June 30, 2015 was \$17,956.

ROCKINGHAM NUTRITION AND MEALS ON WHEELS PROGRAM
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2015

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	<u>\$10,500</u>
----------------------	-----------------

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,

ROCKINGHAM NUTRITION AND MEALS ON WHEELS PROGRAM
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2015

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

<u>Federal Grantor/Pass-through Grantor/ Program Title</u>	<u>Federal CFDA Number</u>	<u>Pass Through Agency</u>	<u>Federal Expenditures</u>
U.S. Department of Health and Human Services:			
Pass-through from NH Bureau of Elderly and Adult Services:			
Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers	93.044	NH-BEAS	\$ 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	<u>286,412</u>
Total Federal Awards			<u>\$ 1,179,660</u>

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.

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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

Independent Auditors' Report on Internal Control over Financial Reporting
and on Compliance and Other Matters Based on an Audit of Financial Statements
Performed in Accordance with *Government Auditing Standards*
Page 2

effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

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

Shaheen, Pallone & Associates, P.C.

North Andover, Massachusetts
October 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:

<u>Program</u>	<u>CFDA No.</u>
Special Programs for the Aging – Title III, Part B - Grants for Supportive Services and Senior Centers	93.044
Special Programs for the Aging – Title III, Part C - Nutrition Services	93.045
Nutrition Services Incentive Program	93.053

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.

Rockingham Nutrition & Meals on Wheels Program
106 North Road
Brentwood, NH 03833
(603) 679-2201
Admin@RNMOW.org

RNMOW Board of Directors 2016 - 2017

Name & Start Date:

Officers & Committees:

Chris Kelsey
March 2010

Chairman
Governance - Chair

George A. Miller
January 2012

Vice-Chairman
Finance

David Barka
September 2003

Treasurer
Finance - Chair

Sallyann Hawko
April 2009

Secretary
Governance

Robert A. Davis
January 2011

Finance

Tim Diaz
May 2014

Finance

Diane Kerr
September 2003

Governance

Carolyn O'Driscoll
June 2015

Governance

Sandra J. Tanis
May 2016

Governance

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 of America
- New Hampshire Senior Nutrition Network
- New England Regional Conference Committee (Co-Chair)
- NH Center for Nonprofits
- Region 9 Coordination Council
- Region 10 Transportation Coordination Council (and on Executive Committee)
- Exeter Coordination Transportation Committee

Jaymie Chagnon

Professional Highlights Assistant Director

- Development & maintenance of all computer systems for the agency
- Development & maintenance of all computerized tracking systems for everything from meal orders, client tracking & billing to payroll and earned time tracking.
- Development of Safety Committee and Safety Policy Manual
- HR responsibilities including drafting personnel policies, staying abreast of DOL regulations, hiring/firing/supervising/evaluating staff, etc.
- Working with Caterer on menu planning, event planning, and issues
- Assisting and supporting Director as needed including with State contracts, catering bid, agency representation, State Quarterlies & Annual Reports, etc.
- Fundraising duties including Town requests, Emergency Food & Shelter application, Combined Federal Campaign application, etc.
- Various Other Duties include: Day of Caring coordination, Regional Conference Committee, Staff meetings/trainings, etc

Program Administrator

- Development of Client Intake System around NAPIS requirements
- Development of computerized Title XX Billing System
- Data tracking and analysis
- Converting current paper tracking systems to computerized versions including the bookkeeping system
- Supervising Office Volunteer

Administration Assistant

- Tracking meal counts and other statistical data
- Agency general correspondences
- Meal orders

Skills

- Microsoft Office (Word, Excel, Access, Publisher, PowerPoint, & Outlook)
- HR Training Certificates
- Notary Public
- QuickBooks
- 28 years experience working for RNMOV
- 24 years of IT experience
- 17 years HR & management experience
- Strong grasp of prioritizing tasks
- Strong organizational and communications skills

Employment History

Assistant Director	RNMOW - Brentwood, NH	1999 to present
Program Administrator	RNMOW - Brentwood, NH	1992-1999
Administration Assistant	RNMOW – Brentwood, NH	1988 - 1992
Assistant Manager	Kmart – Salem, NH	1980 -1988

Education

	University of Lowell	1984
High School Diploma	Salem High School – Salem, NH	1982

Cyndi Mielke

Professional Highlights **Accounting Officer**

- 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	1979 - 2000

Education

Associate Degree in Business
Northern Essex Community College

Patricia King

Professional Highlights

Field Supervisor

- Training new site managers
- Support and back up managers as needed
- Review meal routes for efficiency with annual route checks
- Works with managers on site development in key areas
- Coordinates agency with other groups such as Able, RSVP etc.
- Establish and maintain community relations
- Promote RNMOW at health fairs and senior meetings
- Conducts hiring process for site staff
- Works with administration on hiring managers
- Works with managers on discipline issues, (i.e. appropriate handling and documentation)
- Complete annual evaluation on each manager
- Completes annual assessment on each site location
- Perform compliance spot checks verifying policies and procedures are being followed

Intake Specialist

- Input client intakes into database
- Generates state 3502 applications and enters information into state database
- State quarterly reports

Site Manager

- Efficiently and effectively run senior meals program
- Enforce agency policies and procedures with staff
- Evaluate meal delivery routes for efficiencies and proper procedures
- Accurately complete reports, payroll, intakes and other required paperwork on time.

Skills

- Microsoft word
- Microsoft excel
- Microsoft access
- Servsafe certification
- Strong organizational and communications skills
- NH Annual Conference on Aging
- N.E. Regional Elderly Nutrition Conference

Employment History

Field Supervisor	RNMOW, Brentwood, NH	2004 to present
Intake Specialist	RNMOW, Brentwood, NH	2000-2004
Site Manager	RNMOW, Brentwood, NH	1998-2000
Meals Driver	RNMOW, Brentwood, NH	1996-1998

Education

High School Diploma	St. Bernards, New London, CT	1970
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Helen Kostrzynski

Professional Highlights **Rockingham Nutrition & Meals on Wheels 2007-present**

In my current position I am responsible for the proper functioning of 12 Meals on Wheels sites that provide home delivered meals through out all of Rockingham County.

Auditor / Field Supervisor

- Compliance checks verifying that polices and procedures are being followed
- Run meal sites when managers are out or during vacancies.
- Internal auditing done on meals, ordered/served, staff time keeping, inventory, meal routes and donation tracking
- Complete annual employee evaluation on each manager
- Public Speaking events for town meetings, united way etc.
- Promote RNMOV at health fairs, senior meetings and conferences
- Network with other referring agency's regarding our services
- Conducts hiring process for site staff
- Works with administration on hiring managers
- Completes annual assessment on each site location
- Works with managers on discipline issues, i.e. appropriate handling and documentation
- Liaison between admin. and site staff
- Fundraising

Administrative

- Created a comprehensive Drug – Free workplace policy in accordance with Department of Labor & Department of Transportation guidelines
 - Created a policy and protocol hand book for our Volunteer workers program in accordance with Workmen's comp. regulations and Department of Labor guidelines
- Chairperson of agency wide Safety program

Skills

- Microsoft Office
- Microsoft Streets and Trips
- Servsafe certification
- Strong working knowledge of Department of Transportation safety regulations and training requirements
- Strong working knowledge of Department of Labor regulations and guidelines
- Strong working knowledge of dietary guidelines
- Attend annual nutrition trainings and conferences
- Attend annual Department of Labor trainings
- Strong organizational and communications skills

Employment History

Auditor / Field Supervisor / Administrative Assistant	RNMOW, Brentwood, NH	2007 to present
Banquet Team Member	The Wentworth by the Sea, New Castle, NH	2005-2010
Sales Representative	Rainbow Play systems, Portsmouth, NH	2001-2006

Education

B.A. Psychology	University of New Hampshire, Durham, NH	2005
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Krista McLaughlin

Professional Highlights

Site Manager

- Efficiently and effectively run senior meals program
- Maintain sanitation and food handling procedures (ServSafe certification every 5 years)
- Enforce agency policies and procedures with staff
- Evaluate meal delivery routes for efficiencies and proper procedures
- Control costs by staying within sites budget
- Accurately complete reports, payroll, intakes and other required paperwork on time.
- Distribute nutrition education materials and other resource / referral information to clients
- Establish and maintain an effective volunteer support program
- Establish and maintain community relations
- Ensure agency's compliance with all Federal and State requirements

Meals on Wheels Driver

- Knowledge of sanitation and safety regulations
- Accurate reporting of meal counts, clients, mileage, and donations

Associate Development Director

- Involved in both short and long term fundraising initiatives
- Responsible for evening operations at the clinic
- Assisting in coordination of trainings, fundraisers, and other special events

Classroom Assistant

- Facilitated learning environment for special needs students
- Developed and implemented learning plans tailored to individual students

Skills

- Microsoft word
- Microsoft excel
- Microsoft Streets & Trips
- ServSafe Certification
- Strong customer service skills
- Strong organizational and communications skills
- NH Annual Conference on Aging
- N.E. Regional Elderly Nutrition Conference

Employment History

Site Manager	RNMOW, Brentwood, NH	2014 to present
MOW Driver	RNMOW – Derry, NH	2013-2014
Associate Development Director	Center for Family Connections	2007-2008
Classroom Assistant	Littleton Public School	2007

Education

MBA	University of Massachusetts	2007
Bachelor of Science	University of Massachusetts	2002

Alice Gibbs

Professional Highlights

Site Manager

- Efficiently and effectively run senior meals program
- Maintain sanitation and food handling procedures (ServSafe certification every 5 years)
- Enforce agency policies and procedures with staff
- Evaluate meal delivery routes for efficiencies and proper procedures
- Control costs by staying within sites budget
- Accurately complete reports, payroll, intakes and other required paperwork on time.
- Distribute nutrition education materials and other resource / referral information to clients
- Establish and maintain an effective volunteer support program
- Establish and maintain community relations
- Ensure agency's compliance with all Federal and State requirements

Personal Care Attendant

- Assisting seniors and clients with disabilities to remain in their homes
- Transportation, meal preparation, exercise, and light cleaning
- Maintained documentation in accordance with HIPPA regulations including privacy laws

Assistant Activities Manager

- Developed, implemented, and subsequently managed the activities program
- Recruit and supervise volunteers
- Worked with residents with dementia, hospice care, and other disabilities
- Managed activity staff
- Maintained documentation in accordance with HIPPA regulations including privacy laws

Skills

- Microsoft word
- Microsoft excel
- Microsoft Streets & Trips
- ServSafe Certification
- Strong customer service skills
- Strong organizational and communications skills
- NH Annual Conference on Aging
- N.E. Regional Elderly Nutrition Conference

Employment History

Site Manager	RNMOW, Brentwood, NH	2016 to present
Personal Care Attendant	Atlantic Homelife Senior Care	2014-2016
Assistant Activity Manager.	Riverwoods of Exeter	2008-2014
Activity Director	St Theresa's Healthcare Center	2004-2007

Education

Associates of Human Services	NH Community College	2007
Activity Professional Certificate	NH Community College	2000

Martha Jones

Professional Highlights

- Efficiently and effectively run senior meals program
- Maintain sanitation and food handling procedures (ServSafe certification every 5 years)
- Enforce agency policies and procedures with staff
- Evaluate meal delivery routes for efficiencies and proper procedures
- Control costs by staying within sites budget
- Accurately complete reports, payroll, intakes and other required paperwork on time.
- Distribute nutrition education materials and other resource / referral information to clients
- Establish and maintain an effective volunteer support program
- Establish and maintain community relations
- Ensure agency's compliance with all Federal and State requirements

Librarian

- Experienced working with various aspects of the general population (i.e different ages, different physical needs, etc.)
- Ensure records are maintained accurately, timely, and with detail needed for inventory, purchasing, billing, and reporting
- Hired, trained, and supervised other staff and volunteers

Skills

- Microsoft Word
- Microsoft Excel
- Microsoft Streets & Trips
- Microsoft Outlook
- ServSafe Certification
- Quicken
- Strong working knowledge of nutrition
- NH Annual Conference on Aging
- N.E. Regional Elderly Nutrition Conference

Volunteer History

- Crossroads – cooking meals
- Food Kitchens – serving patrons
- S.A.F.E.R – cat rescue

Employment History	Site Manager	RNMOW – Hampton, NH	2014 to present
	Librarian	Hampton Falls Free Library	2010 – 2014
	Librarian	Rye Public Library	2001 – 2008
	Librarian	North Hampton Library	1998 - 2001

Education	BA	UNH – Durham, NH	1978
	High School Diploma	Nazareth Academy – Wakefield, MA	1971

Lynn Hoffman

Professional Highlights **Site Manager**

- Efficiently and effectively run senior meals program
- Maintain sanitation and food handling procedures (ServSafe certification every 5 years)
- Enforce agency policies and procedures with staff
- Evaluate meal delivery routes for efficiencies and proper procedures
- Control costs by staying within sites budget
- Accurately complete reports, payroll, intakes and other required paperwork on time.
- Distribute nutrition education materials and other resource / referral information to clients
- Establish and maintain an effective volunteer support program
- Establish and maintain community relations
- Ensure agency's compliance with all Federal and State requirements

Site Assistant

- Oversees all functions of the kitchen, safety, sanitation, etc.
- Maintain quality control for food, portion control, packaging, temperatures
- Train and supervise volunteers and track volunteer hours

Skills

- Microsoft Word
- Microsoft Excel
- Microsoft Streets & Trips
- Microsoft Outlook
- ServSafe Certification
- Detailed knowledge and experience of other positions
- Strong working knowledge of nutrition
- Safety Committee Representative
- NH Annual Conference on Aging
- N.E. Regional Elderly Nutrition Conference

Employment History	Site Manager	RNMOW - Newmarket, NH	2014 to present
	Site Assistant	RNMOW - Newmarket, NH	2013 - 2014
	Kitchen Tech	Newmarket Jr/Sr High School	2011-2012
	Office Manager	Hampton Shuttle – Newmarket, NH Abercrombie & Finch - North Hampton, NH	1999-2010
	Hostess	NH	1991 -1995
Education	High School Diploma	Oyster River High School – Durham, NH	1978

Emily Low

Professional Highlights

Site Manager

- Efficiently and effectively run senior meals program
- Maintain sanitation and food handling procedures (ServSafe certification every 5 years)
- Enforce agency policies and procedures with staff
- Evaluate meal delivery routes for efficiencies and proper procedures
- Control costs by staying within sites budget
- Accurately complete reports, payroll, intakes and other required paperwork on time.
- Distribute nutrition education materials and other resource / referral information to clients
- Establish and maintain an effective volunteer support program
- Establish and maintain community relations
- Ensure agency's compliance with all Federal and State requirements

Store Manager

- Hired and trained staff
- Complete daily / weekly reports
- Supervised staff ensuring policies and procedures were being followed
- Inventory control
- Weekly scheduling, banking, payroll etc.

Skills

- Microsoft word
- Microsoft excel
- Microsoft Streets & Trips
- ServSafe Certification
- Computer Web Design
- Strong customer service skills
- Strong organizational and communications skills
- NH Annual Conference on Aging
- N.E. Regional Elderly Nutrition Conference

Employment History

Site Manager	RNMOW, Brentwood, NH	2004 to present
Web Site Manager	Kitchen Etc., Exeter, NH	1998-2004
Customer Service Mgr.	Kitchen Etc., Exeter, NH	1988-1998
Store Manager	Kitchen Etc., Exeter, NH	1979-1988

Education

B.A.	University of NH, Durham, NH	1972
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Caren Gallagher

Professional Highlights

Site Manager

- Efficiently and effectively run senior meals program
- Maintain sanitation and food handling procedures (ServSafe certification every 5 years)
- Enforce agency policies and procedures with staff
- Evaluate meal delivery routes for efficiencies and proper procedures
- Control costs by staying within sites budget
- Accurately complete reports, payroll, intakes and other required paperwork on time.
- Distribute nutrition education materials and other resource / referral information to clients
- Establish and maintain an effective volunteer support program
- Establish and maintain community relations
- Ensure agency's compliance with all Federal and State requirements

Meals on Wheels driver

- Knowledge of sanitation and safety regulations
- Accurate reporting of meal counts, clients, mileage and donations
- Report any issues or concerns regarding clients to manager immediately

Skills

- Microsoft word
- Microsoft excel
- Microsoft Streets & Trips
- Microsoft Power Point
- ServSafe Certification
- N.E. Regional Elderly Nutrition Conference
- NH Annual Conference on Aging
- Video Camera Operator/Editing Production
- Adobe Photoshop, Adobe Premier
- National Registry/State of NH EMT-Basic
- Health Care Provider CPR Certification
- National Incident Command Systems ICS700 & 800

Employment History

Site Manager	RNMOW, Brentwood, NH	2010 to present
MOW Driver	RNMOW, Brentwood, NH	2009 -2010
Small Business Owner	Stratham Heights Video, Stratham, NH	1985 - 2010
Certified Emergency Medical Technician	Stratham Volunteer Fire Department, Stratham, NH	2009 to present

Education

B.A. Natural Science	St. Anselm College, Manchester, NH	1979
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Sherry Savary

Professional Highlights

Site Manager

- Efficiently and effectively run senior meals program
- Maintain sanitation and food handling procedures (ServSafe certification every 5 years)
- Enforce agency policies and procedures with staff
- Evaluate meal delivery routes for efficiencies and proper procedures
- Control costs by staying within sites budget
- Accurately complete reports, payroll, intakes and other required paperwork on time.
- Distribute nutrition education materials and other resource / referral information to clients
- Establish and maintain an effective volunteer support program
- Establish and maintain community relations
- Ensure agency's compliance with all Federal and State requirements

Site Assistant

- Oversees all functions of the kitchen, safety, sanitation, etc.
- Maintain quality control for food, portion control, packaging, temperatures
- Train and supervise volunteers and track volunteer hours

Meals on Wheels Driver

- Knowledge of sanitation and safety regulations
- Accurate reporting of meal counts, clients, mileage, and donations
- Report any issues or concerns regarding clients to manager immediately

Skills

- Microsoft Word
- Microsoft Excel
- Microsoft Streets & Trips
- Microsoft Outlook
- ServSafe Certification
- Detailed knowledge and experience of other positions
- Strong working knowledge of nutrition
- NH Annual Conference on Aging
- N.E. Regional Elderly Nutrition Conference

Employment History

Site Manager	RNMOW - Raymond, NH	2014 to present
Site Assistant	RNMOW - Epping, NH	2004 - 2014
Meals on Wheels Driver	RNMOW - Deerfield, NH	2000-2004
Assembler	Insight Technology - Londonderry, NH	1998-2000

Education

High School Diploma	Pinkerton Academy - Derry, NH	1989
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April Coggon

Professional Highlights

Site Manager

- Efficiently and effectively run senior meals program
- Maintain sanitation and food handling procedures (ServSafe certification every 5 years)
- Enforce agency policies and procedures with staff
- Evaluate meal delivery routes for efficiencies and proper procedures
- Control costs by staying within sites budget
- Accurately complete reports, payroll, intakes and other required paperwork on time.
- Distribute nutrition education materials and other resource / referral information to clients
- Establish and maintain an effective volunteer support program
- Establish and maintain community relations
- Ensure agency's compliance with all Federal and State requirements

Dietary Aid

- Assessed dietary needs of patients
- Planned patients meals
- Distributed meals with professionalism and kindness

Skills

- Microsoft word
- Microsoft excel
- Microsoft Streets & Trips
- Microsoft power point
- ServSafe Certification
- Strong organizational and communications skills
- Strong working knowledge of nutrition
- NH Annual Conference on Aging
- N.E. Regional Elderly Nutrition Conference
- Management Skills for first time Supervisors

Employment History

Site Manager	RNMOW, Brentwood, NH	2007 to present
Dietary Aid	Hackett Hill Health Care	1999-2008

Education

B.S. Human Services	Springfield College, Manchester, NH	2007
A.S. Business Administration	University of NH, Manchester, NH	2003

Lorraine Delisle

Professional Highlights

Site Manager

- Efficiently and effectively run senior meals program
- Maintain sanitation and food handling procedures (ServSafe certification every 5 years)
- Enforce agency policies and procedures with staff
- Evaluate meal delivery routes for efficiencies and proper procedures
- Control costs by staying within sites budget
- Accurately complete reports, payroll, intakes and other required paperwork on time.
- Distribute nutrition education materials and other resource / referral information to clients
- Establish and maintain an effective volunteer support program
- Establish and maintain community relations
- Ensure agency's compliance with all Federal and State requirements

Site Assistant

- Oversees all functions of the kitchen, safety, sanitation, etc.
- Maintain quality control for food, portion control, packaging, temperatures
- Train and supervise volunteers and track volunteer hours

Meals on Wheels Driver

- Knowledge of sanitation and safety regulations
- Accurate reporting of meal counts, clients, mileage, and donations
- Report any issues or concerns regarding clients to manager immediately

Skills

- Microsoft Word
- Microsoft Excel
- Microsoft Streets & Trips
- Microsoft Outlook
- ServSafe Certification
- Detailed knowledge and experience of other positions
- NH Annual Conference on Aging
- N.E. Regional Elderly Nutrition Conference

Employment History

Site Manager	RNMOW - Seabrook, NH	2014 to present
Site Assistant	RNMOW – Portsmouth, NH	2011 - 2014
Driver	RNMOW – Portsmouth, NH	2010 - 2011
Store Manager	Check n' G - Portsmouth, NH	2006 -2008

Education

Business	McIntosh College – Dover, NH
High School Diploma	Exeter High School – Exeter, NH

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	\$80,592.27	65%	\$52,384.98
Jaymie Chagnon	Assistant Director	\$54,951.49	65%	\$35,718.47
Cyndi Mielke	Payroll Bookkeeping Clerk	\$34,486.40	65%	\$22,416.16

15 mac



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
BUREAU OF ELDERLY & ADULT SERVICES

Jeffrey A. Meyers
Commissioner

Maureen U. Ryan
Director of Human
Services

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

November 21, 2016

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of Human Services, Bureau of Elderly and Adult Services, to enter into contracts with the vendors listed below, for the provision of Nutrition and/or Transportation Services, in an amount not to exceed \$17,667,902 effective January 1, 2017, or approval of the Governor and Executive Council, whichever is later, through September 30, 2018. 46%General Funds/54%Federal Funds.

Vendor Name	Vendor	Location	Current Budget
Community Action Partnership of Strafford County	177200	Dover	\$69,513
Community Action Program Belknap-Merrimack Counties, Inc.	177203	Concord	\$3,065,757
Easter Seals New Hampshire, Inc.	177204	Manchester	\$188,629
Grafton County Senior Citizens Council, Inc.	177675	Lebanon	\$2,366,814
Greater Wakefield Resource Center	TBD	Union	\$30,800
Lamprey Health Care	177677	Newmarket	\$118,560
Newport Senior Center	177250	Newport	\$1,272,754
Ossipee Concerned Citizens	170158	Center Ossipee	\$746,279
Rockingham Nutrition Meals on Wheels	155197	Brentwood	\$2,869,064
St Joseph Community Services	155093	Merrimack	\$2,999,190
Strafford Nutrition MOW	260818	Somersworth	\$774,098
Southwestern Community Services	TBD	Keene	\$117,031
The Gibson Center for Senior Services	155344	North Conway	\$506,402
Tri-County Community Action Program	TBD	Berlin	\$1,403,957
VNA at HCS	177274	Keene, NH	\$1,139,054
		Total:	\$17,667,902

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Years 2017 and are anticipated to be available for State Fiscal Year 2018, and 2019 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

See Attached Fiscal Details

EXPLANATION

The purpose of this request is to provide Nutrition and Transportation Services to support older, isolated and frail adults in order to assist them to continue living as independently as possible, safely, and with dignity. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after, June 30, 2017 and the Department shall not be liable for any payments for services provided after June 30, 2017 unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennium.

Nutrition Services are comprised of home delivered and/or congregate meals. Selected vendors will deliver meals to eligible individuals who are homebound and unable to prepare their own meals, or who are temporarily homebound due to recovery from illness or injury. Each delivered meal includes at least one-third (1/3) 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 Departments of Health and Human Services and Agriculture. The vendors will prepare meals, to the extent possible, that incorporate special dietary needs/preferences of client, including recommendations from clients' licensed practitioners.

Congregate meals are meals provided in community settings, where individuals travel to a specific site to share a meal with other individuals. The vendors will ensure each meal includes a minimum of one-third (1/3) 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. The vendors will prepare meals, to the extent possible, that incorporate special dietary needs/preferences of client, including recommendations from clients' licensed practitioners.

Transportation Services include providing transportation to individuals 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 socialization. Vehicles used for transportation services are registered and inspected in accordance to the State Department of Transportation and Department of Safety regulations. All drivers providing transportation services are licensed in accordance with NH Administrative Rule, Saf-C 1000, drivers licensing and Saf-C 1800, commercial drivers licensing, as applicable.

Vendors for contracted services will assist individuals in accessing the aforementioned services by accepting applications for services either directly from clients or through referrals received. Additionally, vendors will assist clients with obtaining other services that may be of assistance to clients, as appropriate.

The services the vendors provide support individuals ages sixty (60) and older or individuals with a disability or chronic illness and are targeted toward low income participants. Nutrition and Transportation Services support eligible adults to live as independently as possible, safely, and with dignity.

The contracts were competitively bid. The Department of Health and Human Services issued a Request for Application on August 10, 2016. Sixteen (16) applications were received. These agreements include renewal options for up to 2 years contingent upon the provision of satisfactory services, continued funding and Governor and Executive Council approval.

The proposals were evaluated by a team of Department of Health and Human Services employees with knowledge of the program requirements. The team also included staff with significant business and management expertise.

Selected vendors will ensure clients served meet eligibility requirements for services and each vendor has identified and clients who will receive services, and ensure clients have access to appropriate services.

Should the Governor and Executive Council not approve this request, funding to community programs, statewide, would be significantly impacted. . Limiting funding at the community level will negatively impact home-bound individuals in the state and potentially reduce their ability to stay in their home environment. Limited funding would also reduce the mobility of individuals who require transportation in order to travel to and from community locations.

Area served: Statewide

Source of Funds: 46% General Funds

54% Federal Funds: CFDA # 93.044 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIB (FAIN # 17AANHT3SS); #93.045 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-1 (FAIN # 17AANHT3CM); CFDA # 93.045 US Department of Health & Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIC-2 (FAIN # 17AANHT3HD); CFDA # 93.667 United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant

Respectfully submitted,



Maureen U. Ryan
Director of Human Services

Approved by:



Jeffrey A. Meyers
Commissioner



**New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet**

Nutrition and Transportation Services
RFA Name

RFA-2017-BEAS-06-NUTRI
RFA Number

Bidder Name

1. CAP Belknap-Merrimack Counties, Inc.
2. CAP Strafford County
3. Easter Seals NH
4. Grafton County Senior Citizens Council, Inc.
5. Greater Wakefield Resource Center
6. Lamprey Health Care
7. Nashua Transit System
8. Newport Senior Center, Inc.
9. Ossipee Concerned Citizens, Inc.
10. Rockingham Nutrition Meals on Wheels
11. St. Joseph Community Services, Inc.

Reviewer Names

1. Tracey Tarr, Administrator II,
Elderly & Adult Svcs, DHHS
2. Jean Crouch, Supervisor VII,
DEAS
3. Wendy Aultman, Administrator I
DEAS
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____

Pass/Fail	Maximum Points	Actual Points
	150	150
	150	105
	150	142
	150	150
	150	105
	150	150
	150	135
	150	130
	150	125
	150	150
	150	145

12. Stafford Nutrition Meals on Wheels

13. The Gibson Center for Senior Services, Inc

14. Tri County CAP, Inc.

15. VNA at HCS

16. Southwestern Community Services

17. 0

18. 0

19. 0

20. 0

	150	135
	150	150
	150	150
	150	130
	150	120
	150	0
	150	0
	150	0
	150	0

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
512-500352	Transportation of Clients	2017	\$124,614.60
541-500383	Meals - Congregate	2017	\$163,597.50
544-500386	Meals - Home Delivered	2017	\$334,757.50
512-500352	Transportation of Clients	2018	\$249,229.20
541-500383	Meals - Congregate	2018	\$327,189.50
544-500386	Meals - Home Delivered	2018	\$669,515.00
512-500352	Transportation of Clients	2019	\$62,307.30
541-500383	Meals - Congregate	2019	\$81,796.00
544-500386	Meals - Home Delivered	2019	\$167,381.50
		Subtotal	\$2,180,388.10

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

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	\$53,893.80
541-500383	Meals - Congregate	2017	
544-500386	Meals - Home Delivered	2017	
512-500352	Transportation of Clients	2018	\$107,787.60
541-500383	Meals - Congregate	2018	
544-500386	Meals - Home Delivered	2018	
512-500352	Transportation of Clients	2019	\$26,946.90
541-500383	Meals - Congregate	2019	
544-500386	Meals - Home Delivered	2019	
		Subtotal	\$188,628.30

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	\$12,845.40
541-500383	Meals - Congregate	2017	\$46,750.00
544-500386	Meals - Home Delivered	2017	\$65,400.50
512-500352	Transportation of Clients	2018	\$25,667.10
541-500383	Meals - Congregate	2018	\$93,500.00
544-500386	Meals - Home Delivered	2018	\$130,795.50
512-500352	Transportation of Clients	2019	\$6,422.70
541-500383	Meals - Congregate	2019	\$23,375.00
544-500386	Meals - Home Delivered	2019	\$32,697.50
		Subtotal	\$437,453.70

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

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	\$183,129.90
541-500383	Meals - Congregate	2017	\$187,621.50
544-500386	Meals - Home Delivered	2017	\$167,073.00
512-500352	Transportation of Clients	2018	\$68,253.10
541-500383	Meals - Congregate	2018	\$375,243.00
544-500386	Meals - Home Delivered	2018	\$322,146.00
512-500352	Transportation of Clients	2019	\$91,553.10
541-500383	Meals - Congregate	2019	\$93,813.50
544-500386	Meals - Home Delivered	2019	\$80,536.50
		Subtotal	\$1,861,352.60

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	\$0.00
541-500383	Meals - Congregate	2017	\$8,800.00
544-500386	Meals - Home Delivered	2017	\$0.00
512-500352	Transportation of Clients	2018	\$0.00
541-500383	Meals - Congregate	2018	\$17,600.00
544-500386	Meals - Home Delivered	2018	\$0.00
512-500352	Transportation of Clients	2019	\$0.00
541-500383	Meals - Congregate	2019	\$4,400.00
544-500386	Meals - Home Delivered	2019	\$0.00
		Subtotal	\$30,800.00

Lamprey Health Care (Vendor #177677)

Class/Account	Class Title	State Fiscal Year	Amount
512-500352	Transportation of Clients	2017	\$33,872.80
541-500383	Meals - Congregate	2017	
544-500386	Meals - Home Delivered	2017	
512-500352	Transportation of Clients	2018	\$67,745.60
541-500383	Meals - Congregate	2018	
544-500386	Meals - Home Delivered	2018	
512-500352	Transportation of Clients	2019	\$16,941.60
541-500383	Meals - Congregate	2019	
544-500386	Meals - Home Delivered	2019	
		Subtotal	\$118,560.00

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	State Fiscal Year	Amount
512-500352	Transportation of Clients	2017	\$38,725.80
541-500383	Meals - Congregate	2017	\$80,366.00
544-500386	Meals - Home Delivered	2017	\$124,954.50
512-500352	Transportation of Clients	2018	\$77,451.60
541-500383	Meals - Congregate	2018	\$160,726.50
544-500386	Meals - Home Delivered	2018	\$249,909.00
512-500352	Transportation of Clients	2019	\$19,362.90
541-500383	Meals - Congregate	2019	\$40,183.00
544-500386	Meals - Home Delivered	2019	\$62,480.00
		Subtotal	\$854,159.30

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	State Fiscal Year	Amount
512-500352	Transportation of Clients	2017	
541-500383	Meals - Congregate	2017	\$62,777.00
544-500386	Meals - Home Delivered	2017	\$71,857.50
512-500352	Transportation of Clients	2018	
541-500383	Meals - Congregate	2018	\$125,554.00
544-500386	Meals - Home Delivered	2018	\$143,715.00
512-500352	Transportation of Clients	2019	
541-500383	Meals - Congregate	2019	\$31,388.50
544-500386	Meals - Home Delivered	2019	\$35,931.50
		Subtotal	\$471,223.50

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	\$90,844.00
541-500383	Meals - Congregate	2017	\$123,750.00
544-500386	Meals - Home Delivered	2017	\$331,837.00
512-500352	Transportation of Clients	2018	\$181,677.60
541-500383	Meals - Congregate	2018	\$247,500.00
544-500386	Meals - Home Delivered	2018	\$663,674.00
512-500352	Transportation of Clients	2019	\$45,416.80
541-500383	Meals - Congregate	2019	\$61,875.00
544-500386	Meals - Home Delivered	2019	\$165,918.50
		Subtotal	\$1,912,492.90

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	\$25,001.60
541-500383	Meals - Congregate	2017	\$158,537.50
544-500386	Meals - Home Delivered	2017	\$490,897.00
512-500352	Transportation of Clients	2018	\$49,992.80
541-500383	Meals - Congregate	2018	\$317,075.00
544-500386	Meals - Home Delivered	2018	\$981,794.00
512-500352	Transportation of Clients	2019	\$12,500.80
541-500383	Meals - Congregate	2019	\$79,271.50
544-500386	Meals - Home Delivered	2019	\$245,448.50
		Subtotal	\$2,360,518.70

Southwestern Community Services (Vendor #177511)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	\$33,440.70
541-500383	Meals - Congregate	2017	
544-500386	Meals - Home Delivered	2017	
512-500352	Transportation of Clients	2018	\$66,881.40
541-500383	Meals - Congregate	2018	
544-500386	Meals - Home Delivered	2018	
512-500352	Transportation of Clients	2019	\$16,708.50
541-500383	Meals - Congregate	2019	
544-500386	Meals - Home Delivered	2019	
		Subtotal	\$117,030.60

Community Action Partnership of Strafford County (Vendor #177200)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	\$19,860.60
541-500383	Meals - Congregate	2017	
544-500386	Meals - Home Delivered	2017	
512-500352	Transportation of Clients	2018	\$39,721.20
541-500383	Meals - Congregate	2018	
544-500386	Meals - Home Delivered	2018	
512-500352	Transportation of Clients	2019	\$9,930.30
541-500383	Meals - Congregate	2019	
544-500386	Meals - Home Delivered	2019	
		Subtotal	\$69,512.10

Strafford Nutrition MOW (Vendor # 260818)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	
541-500383	Meals - Congregate	2017	\$27,973.00
544-500386	Meals - Home Delivered	2017	\$129,233.50
512-500352	Transportation of Clients	2018	
541-500383	Meals - Congregate	2018	\$55,940.50
544-500386	Meals - Home Delivered	2018	\$258,467.00
512-500352	Transportation of Clients	2019	
541-500383	Meals - Congregate	2019	\$13,986.50
544-500386	Meals - Home Delivered	2019	\$64,619.50
	Subtotal		\$550,220.00

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	\$102,490.00
541-500383	Meals - Congregate	2017	\$77,869.00
544-500386	Meals - Home Delivered	2017	\$152,570.00
512-500352	Transportation of Clients	2018	\$204,980.00
541-500383	Meals - Congregate	2018	\$155,732.50
544-500386	Meals - Home Delivered	2018	\$305,140.00
512-500352	Transportation of Clients	2019	\$51,245.00
541-500383	Meals - Congregate	2019	\$38,934.50
544-500386	Meals - Home Delivered	2019	\$76,285.00
	Subtotal		\$1,165,246.00

VNA at HCS (Vendor #177274)

Class/Account	Class Title	State Fiscal Year	Current Budget
512-500352	Transportation of Clients	2017	\$28,985.10
541-500383	Meals - Congregate	2017	\$73,276.50
544-500386	Meals - Home Delivered	2017	\$118,745.00
512-500352	Transportation of Clients	2018	\$57,946.50
541-500383	Meals - Congregate	2018	\$146,547.50
544-500386	Meals - Home Delivered	2018	\$237,484.50
512-500352	Transportation of Clients	2019	\$14,480.70
541-500383	Meals - Congregate	2019	\$36,635.50
544-500386	Meals - Home Delivered	2019	\$59,372.50
	Subtotal		\$773,473.80

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

Class/Account	Class Title	State Fiscal Year	Amount
512-500352	Transportation of Clients	2017	\$747,704.30
541-500383	Meals - Congregate	2017	\$1,011,318.00
544-500386	Meals - Home Delivered	2017	\$1,981,325.50
512-500352	Transportation of Clients	2018	\$1,495,316.70
541-500383	Meals - Congregate	2018	\$2,022,608.50
544-500386	Meals - Home Delivered	2018	\$3,962,640.00
512-500352	Transportation of Clients	2019	\$373,816.60

541-500383	Meals - Congregate	2019	\$505,659.00
544-500386	Meals - Home Delivered	2019	\$990,671.00
		Subtotal	\$13,091,059.60

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT

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

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	\$252,961.50
544-500386	Meals Home Delivered	2018	\$505,923.00
544-500386	Meals Home Delivered	2019	\$126,483.50
		Subtotal	\$885,368.00

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

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	\$0.00
544-500386	Meals Home Delivered	2018	\$0.00
544-500386	Meals Home Delivered	2019	\$0.00
		Subtotal	\$0.00

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	\$19,701.00
544-500386	Meals Home Delivered	2018	\$39,396.50
544-500386	Meals Home Delivered	2019	\$9,850.50
		Subtotal	\$68,948.00

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

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	\$144,419.00
544-500386	Meals Home Delivered	2018	\$288,832.50
544-500386	Meals Home Delivered	2019	\$72,209.50
		Subtotal	\$505,461.00

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	\$0.00
544-500386	Meals Home Delivered	2018	\$0.00
544-500386	Meals Home Delivered	2019	\$0.00
		Subtotal	\$0.00

Lamprey Health Care (Vendor #177677)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	\$0.00
544-500386	Meals Home Delivered	2018	\$0.00
544-500386	Meals Home Delivered	2019	\$0.00
		Subtotal	\$0.00

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	\$119,597.50
544-500386	Meals Home Delivered	2018	\$239,195.00
544-500386	Meals Home Delivered	2019	\$59,801.50
		Subtotal	\$418,594.00

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	\$78,589.50
544-500386	Meals Home Delivered	2018	\$157,173.50
544-500386	Meals Home Delivered	2019	\$39,292.00
		Subtotal	\$275,055.00

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	\$273,306.00
544-500386	Meals Home Delivered	2018	\$546,612.00
544-500386	Meals Home Delivered	2019	\$136,653.00
		Subtotal	\$956,571.00

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	\$182,479.00
544-500386	Meals Home Delivered	2018	\$364,952.50
544-500386	Meals Home Delivered	2019	\$91,239.50
		Subtotal	\$638,671.00

Southwestern Community Services (Vendor #177511)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	\$0.00
544-500386	Meals Home Delivered	2018	\$0.00
544-500386	Meals Home Delivered	2019	\$0.00
		Subtotal	\$0.00

Community Action Partnership of Strafford County (Vendor #177200)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	\$0.00
544-500386	Meals Home Delivered	2018	\$0.00
544-500386	Meals Home Delivered	2019	\$0.00
		Subtotal	\$0.00

Strafford Nutrition MOW (Vendor # TBD)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	\$63,965.00
544-500386	Meals Home Delivered	2018	\$127,930.00
544-500386	Meals Home Delivered	2019	\$31,982.50
		Subtotal	\$223,877.50

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	\$68,205.50
544-500386	Meals Home Delivered	2018	\$136,405.50
544-500386	Meals Home Delivered	2019	\$34,100.00
		Subtotal	\$238,711.00

VNA at HCS (Vendor #177274)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
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Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	\$104,450.50
544-500386	Meals Home Delivered	2018	\$208,901.00
544-500386	Meals Home Delivered	2019	\$52,228.00
		Subtotal	\$365,579.50

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

Class/Account	Class Title	State Fiscal Year	Current Modified Budget
544-500386	Meals Home Delivered	2017	\$1,307,674.50
544-500386	Meals Home Delivered	2018	\$2,615,321.50
544-500386	Meals Home Delivered	2019	\$653,840.00
		Subtotal	\$4,576,836.00

**Summary by Vendor by Year
Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)**

	State Fiscal Year	Current Modified Budget
	2017	\$875,931.10
	2018	\$1,751,856.70
	2019	\$437,968.30
	Subtotal	\$3,065,756.10

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

	State Fiscal Year	Current Modified Budget
	2017	\$53,893.80
	2018	\$107,787.60
	2019	\$26,946.90
	Subtotal	\$188,628.30

Gibson Center for Senior Services (Vendor #155344)

	State Fiscal Year	Current Modified Budget
	2017	\$144,696.90
	2018	\$289,359.10
	2019	\$72,345.70
	Subtotal	\$506,401.70

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

	State Fiscal Year	Current Modified Budget
	2017	\$676,243.40
	2018	\$1,352,457.60
	2019	\$338,112.60
	Subtotal	\$2,366,813.60

Greater Wakefield Nutrition and Transportation. (Vendor # 158408)

	State Fiscal Year	Current Modified Budget
	2017	\$8,800.00
	2018	\$17,600.00
	2019	\$4,400.00
	Subtotal	\$30,800.00

Lamprey Health Care (Vendor #177677)

	State Fiscal Year	Current Modified Budget
	2017	\$33,872.80
	2018	\$67,745.60
	2019	\$16,941.60
	Subtotal	\$118,560.00

Newport Senior Center (Vendor #177250)

	State Fiscal Year	Current Modified Budget
	2017	\$363,643.80
	2018	\$727,282.10
	2019	\$181,827.40
	Subtotal	\$1,272,753.30

Ossipee Concerned Citizens (Vendor #170158)

	State Fiscal Year	Current Modified Budget
	2017	\$213,224.00
	2018	\$426,442.50
	2019	\$106,612.00
	Subtotal	\$746,278.50

Rockingham Nutrition MOW (Vendor #155197)

	State Fiscal Year	Current Modified Budget
	2017	\$819,737.00
	2018	\$1,639,463.60
	2019	\$409,863.30
	Subtotal	\$2,869,063.90

St Joseph Community Services (Vendor #155093)

	State Fiscal Year	Current Modified Budget
	2017	\$856,915.10
	2018	\$1,713,814.30
	2019	\$428,460.30
	Subtotal	\$2,999,189.70

Southwestern Community Services (Vendor #177511)

	State Fiscal Year	Current Modified Budget
	2017	\$33,440.70
	2018	\$66,881.40
	2019	\$16,708.50
	Subtotal	\$117,030.60

Community Action Partnership of Strafford County (Vendor #177200)

	State Fiscal Year	Current Modified Budget
	2017	\$19,860.60
	2018	\$39,721.20
	2019	\$9,930.30
	Subtotal	\$69,512.10

Strafford Nutrition MOW (Vendor # 260818)

	State Fiscal Year	Current Modified Budget

		2017	\$221,171.50
		2018	\$442,337.50
		2019	\$110,588.50
		Subtotal	\$774,097.50

Tri-County Community Action Program (Vendor #177195)

		State Fiscal Year	Current Modified Budget
		2017	\$401,134.50
		2018	\$802,258.00
		2019	\$200,564.50
		Subtotal	\$1,403,957.00

VNA at HCS (Vendor #177274)

		State Fiscal Year	Current Modified Budget
		2017	\$325,457.10
		2018	\$650,879.50
		2019	\$162,716.70
		Subtotal	\$1,139,053.30

Summary for All Vendors by Year

		State Fiscal Year	Current Modified Budget
		2017	\$5,048,022.30
		2018	\$10,095,886.70
		2019	\$2,523,986.60
		Subtotal	\$17,667,895.60

Subject: Nutrition and Transportation (RFA-2017-BEAS-06-NUTRI-10)

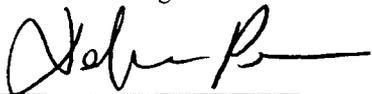
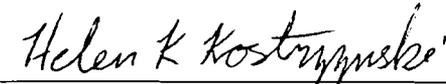
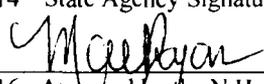
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

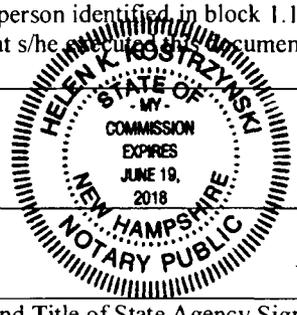
AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
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 05-095-48-481010-92550000 05-095-48-481010-78720000	1.7 Completion Date September 30, 2018	1.8 Price Limitation \$2,869,064
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq. Interim Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Debra Perou, Executive Director	
1.13 Acknowledgement: State of NH _____, County of Rockingham On 11/30/2016 _____, 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 Helen Kostrzynski - Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Maureen Ryan Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Date: 12/1/16 Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 12/5/16			
1.18 Approval by the Governor and Executive Council (if applicable) 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form 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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall provide services to assist eligible people to live as independently as possible in safety and with dignity in the services areas listed in Exhibit A-1.
- 1.4. The Contractor agrees that 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.
- 1.5. The Contractor agrees to provide and administer the services in this Agreement in accordance with applicable federal and state laws and rules, and policies and regulations adopted by the Department currently in effect, and as they may be adopted or amended during the contract period, at a minimum as follows:
 - 1.5.1. Title III of the Older Americans Act of 1965 as amended through P.L. 114-144, Enacted April 19, 2016.
 - 1.5.2. New Hampshire Administrative Rule He-E 502, The Older American Act Services: Title IIIB- Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, (from herein after referred to as NH Administrative Rule He-E 502).
 - 1.5.3. Title XX of the United States, Social Services Block Grant (SSBG).
 - 1.5.4. New Hampshire Administrative Rule He-E 501, The Social Services Block Grant (Title XX) (herein after referred to as NH Administrative Rule He-E 501).
- 1.6. For the purposes of this contract, Quarterly is defined as the time period from:
 - 1.6.1. July 1 to September 30.
 - 1.6.2. October 1 to December 31.



1.6.3. January 1 to March 31.

1.6.4. April 1 to June 30.

2. Scope of Work

2.1. The Contractor shall provide the following services as applicable in Exhibit B-1, per geographic area served, as described in Exhibit A-1, as follows:

2.1.1. Home Delivered Meals (funded through Title III and Title XX): The Contractor shall:

2.1.1.1. Deliver meals to eligible individuals who are homebound and unable to prepare their own meals, or temporarily homebound due to recovery from illness or injury.

2.1.1.2. Include in each meal 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.

2.1.1.3. Prepare meals, to the extent possible, to incorporate the special dietary needs/preferences of the client including recommendations from the client's licensed practitioner.

2.1.1.4. Comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements.

2.1.1.5. Ensure a visual contact with each client 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.

2.1.2. Congregate Meals (funded through Title III, only): The Contractor shall:

2.1.2.1. Provide meals in community settings, where individuals travel to a site to share a meal with other individuals.

2.1.2.2. Register individuals to receive meals when the individual arrives at the meal site.

2.1.2.3. Include in each meal 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.

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Exhibit A

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- 2.1.2.4. Prepare meals, to the extent possible, to incorporate the special dietary needs/preferences of the individual including recommendations from the client's licensed practitioner.
 - 2.1.2.5. Comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements.
 - 2.1.3. Transportation (per client per day, funded through Title III, only): The Contractor shall:
 - 2.1.3.1. Provide transportation services on a round trip basis which the origin and final destination are the same such as the individual's home.
 - 2.1.3.2. Provide transportation to individuals 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.
 - 2.1.3.3. Agree that transportation services that can be billed under Title III do not include pleasure excursions that charge a fee for participation, such as a sightseeing day trip that includes a specific destination and a meal).
 - 2.1.3.4. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.
 - 2.1.3.5. Ensure that all vehicles are registered pursuant to Saf-C 500 and inspected in accordance with Saf-C 3200, and are in good working order
 - 2.1.3.6. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.
 - 2.1.4. Transportation (Fixed Route, funded through Title III, only): The Contractor shall:
 - 2.1.4.1. Provide transportation services on a fixed route that is defined as a scheduled and recurring route of travel.
 - 2.1.4.2. Provide transportation services based on a fixed route schedule defined by the Contractor.
 - 2.1.4.3. Provide fixed route transportation services to eligible clients for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization.

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- 2.1.4.4. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.
- 2.1.4.5. Ensure Vehicles must be registered pursuant to Saf-C 500 and inspected in accordance with Saf-C 3200 and in good working order.
- 2.1.4.6. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rule, Saf-C 1000, drivers licensing and Saf-C 1800 Commercial drivers licensing, as applicable.

3. Administration of Services

3.1. Access to Services

- 3.1.1. The Contractor shall assist individuals in accessing services in Section 3, above, by accepting applications for services directly from individuals.
- 3.1.2. The Contractor shall assist individuals in accessing services in Section 3, above, by accepting referrals of individuals from the Department's Adult Protection Program.

3.2. Client Request for Application for Services

- 3.2.1. The Contractor shall complete an intake and application for services in accordance with requirements in New Hampshire Administrative Rules He-E 501 and He-E 502 and:
 - 3.2.1.1. Complete Form 3000 Application provided by the Department for Title XX Home-Delivered meals.
 - 3.2.1.2. Complete Form 3000 Application provided by the Department or complete a Contractor owned form that includes the same information as the Form 3000 Application for Title III Home Delivered meals.
 - 3.2.1.3. Have individuals date and sign their name on a registration list for the services as a way to request services for congregate meals and transportation services, and submits these lists to the Department as verification that the services were provided to the individuals.

3.3. Client Eligibility Requirements for Services

- 3.3.1. The Contractor shall complete an assessment for eligibility in accordance with the New Hampshire Administrative rules He-E 501 and He-E 502.
- 3.3.2. The Contractor shall determine whether a client, except for those clients referred by the Department's Adult Protect Program, is eligible for services in this Agreement using the information collected during



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- the assessment and in accordance with the requirements in the laws and rules listed in Section 1.5.
- 3.3.3. The Contractor shall provide notice of eligibility or non-eligibility to clients and provide services to clients for the eligibility period in accordance the laws and rules listed in Section 1.5.
 - 3.3.4. The Contractor shall re-determine client eligibility for services in accordance with the requirements in the laws and rules listed in Section 1.5.
 - 3.3.5. The Contractor may terminate services to a client in accordance with the laws and rules listed in Section 1.5.
 - 3.3.6. The Contractor shall obtain a service authorization for home delivered meal services only from the Department after the client is determined or re-determined eligible to receive services by submitting a completed Form 3502 "Contract Service Authorization – New Authorization" to the Department.
- 3.4. Client Assessments and Service Plans
- 3.4.1. The Contractor shall develop, with input from each individual and/or his/her authorized representative, a person-centered plan to drive the provision of services in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
 - 3.4.2. The Contractor shall monitor and adjust services plan to meet the individual's needs in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
 - 3.4.3. The Contractor shall provide services to clients according to individuals' adult protective service plans determined by the Department's Adult Protection Program to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, and exploitation.
 - 3.4.4. The Contractor shall provide protocols and practices to the Department within 30 days of the contract effective date that ensure individuals receive services regardless of exhibiting problematic behaviors due to mental health, or developmental issues or criminal histories.
- 3.5. Person Centered Provision of Services
- 3.5.1. The Contractor shall incorporate the following Guiding Principles for Person-Centered Planning Philosophy into its agency's functions, policies, staff-client interactions and in the provision of all services in this Agreement:
 - 3.5.1.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.



- 3.5.1.2. Individuals' wishes, values, and beliefs are considered and respected.
- 3.5.1.3. Individuals are listened to and needs as well as concerns are addressed.
- 3.5.1.4. Individuals receive the information he/she needs to make informed decisions.
- 3.5.1.5. Individuals preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.
- 3.5.1.6. Individuals' services are designed, scheduled, and delivered to best meet individual needs and preferences.
- 3.5.1.7. Individuals' rights are affirmed and protected.
- 3.5.1.8. Individuals are protected from exploitation, abuse, and neglect.
- 3.5.1.9. Individual service plans are based on person-centered planning and may be incorporated into existing service plans or documents already being used by the contractor.

3.6. Client Donations and Fees

3.6.1. Title III Services: The Contractor:

- 3.6.1.1. May ask individuals receiving services for a voluntary donation towards the cost of the service, except as stated in Section 1.3.5 Adult Protection Services.
- 3.6.1.2. May suggest an amount for donations in accordance with New Hampshire Administrative Rule He-E 502.12.
- 3.6.1.3. Agrees the donation is to be purely voluntary, and agrees not to refuse services if an individual is unable or unwilling to donate.
- 3.6.1.4. Agrees not to bill or invoice clients and/or their families.
- 3.6.1.5. Agrees that all donations support the program for which donations were given.
- 3.6.1.6. Agrees to report the total amount of donations collected from individuals to the Department on a monthly basis.

3.6.2. Title XX Services: The Contractor:

- 3.6.2.1. May charge fees to individuals, except stated in Section 3.7 Adult Protection Services, receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to individuals seeking services.



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- 3.6.2.2. Fees established shall comply with the requirements of Administrative Rule He-E 501.
 - 3.6.2.3. Agrees not to charge fees to clients, referred by the Department's Adult Protection Program, for whom reports of abuse, neglect, self-neglect and/or exploitation have been founded.
 - 3.6.2.4. Agrees that all fees support the program for which donations were given.
 - 3.6.2.5. Agrees to report on the total amount of fees collected from all individuals.
- 3.7. Adult Protection Services
- 3.7.1. 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.
 - 3.7.2. The Contractor shall accept referrals of clients from the Department's Adult Protection Program and provide them with meals and/or transportation as described in this RFA.
 - 3.7.3. The Contractor shall inform the referring Adult Protection Service staff of any changes in the client's situation or other concerns.
 - 3.7.4. The Contractor agrees that the payment received from Department 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 such as in Section 1.3.4, from the individual for those services.
- 3.8. Referring Clients to Other Services
- 3.8.1. The Contractor shall identify and refer clients to other services and programs that may assist the client, as appropriate.
- 3.9. Client Wait Lists
- 3.9.1. The Contractor agrees that all services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available.
 - 3.9.2. The Contractor shall maintain a wait list in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502 when funding or resources are not available to provide the requested services.
 - 3.9.3. The Contractor shall include at a minimum the following information on its wait list:
 - 3.9.3.1. The individual's full name and date of birth.
 - 3.9.3.2. The name of the service being requested.



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- 3.9.3.3. The date upon which the individual applied for services which shall be the date the application was received by the Contractor.
 - 3.9.3.4. The target date of implementing the services based on the communication between the individual and the Contractor.
 - 3.9.3.5. The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services.
 - 3.9.3.6. The individual's assigned priority on the wait list, determined in accordance with Section 3.9.4 below.
 - 3.9.3.7. A brief description of the individual's circumstances and the services he or she needs.
- 3.9.4. The Contractor shall prioritize each individual's standing on the wait list by determining the individual's urgency of need in the following order:
- 3.9.4.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting.
 - 3.9.4.2. Declining mental or physical health of the caregiver.
 - 3.9.4.3. Declining mental or physical health of the individual.
 - 3.9.4.4. Individual has no respite services while living with a caregiver.
 - 3.9.4.5. Length of time on the wait list.
 - 3.9.4.6. When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.
 - 3.9.4.7. 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.
 - 3.9.4.8. Individuals with adult protective needs in accordance with RSA 161-F: 42-57 shall be exempt from the wait list.
- 3.9.5. The Contractor shall notify the individual in writing when an individual is placed on the wait list.
- 3.9.6. The Contractor shall maintain the wait list during the contract period and make it available to the Department upon request.
- 3.10. Criminal Background Check and BEAS State Registry Checks
- 3.10.1. The Contractor shall complete a BEAS State Registry check for each of the Contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving

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services, before the staff member or volunteer begins providing services.

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

3.11. Grievance and Appeals

- 3.11.1. The Contractor will maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and Contractor's staff that at a minimum includes:

3.11.1.1. The client's name

3.11.1.2. The type of service received by the client.

3.11.1.3. The date of written complaint or concern of the client.

3.11.1.4. The nature/subject of the complaint or concern of the client.

3.11.1.5. The staff position in the agency who addresses complaints and concerns.

3.11.1.6. The methods for informing clients of their right to file a complaint, concern, or to file an appeal of the Contractor's decision.

- 3.11.2. The Contractor shall ensure any filed complaints or concerns made by the client are available to the Department upon request.

3.12. Privacy and Security of Client Information

- 3.12.1. The Contractor agrees the Department is the sole owner of all data and shall approve all access to that data.

- 3.12.2. The Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law.

- 3.12.3. The Contractor shall maintain direct control of State owned confidential data and apply at least minimum required security controls and protections according to all applicable Federal, State laws for the protection of confidential or protected data at rest, in transit, during processing, and during destruction.

- 3.12.4. The Contractor shall provide a documented process for securely disposing of data, data storage hardware, and or media; and will obtain written certification for any State data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations.

- 3.12.5. The Contractors' personnel and/or subcontractors who may store, transmit, or use NH State confidential or protected data or may have physical access to facilities or computer systems and such access presents the potential for incidental access and /or inadvertent



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disclosure of protected data, must abide by all Federal and State regulations.

3.12.6. The Contractor shall notify the Department within 24 hours in the event of a breach in data.

3.13. Notice of Failure to Meet Service Obligations

3.13.1. The Contractor shall give at least a ninety (90) day prior written notice to the Department in the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date such as but not limited to:

3.13.1.1. Reducing hours of operation.

3.13.1.2. Changing a geographic service area.

3.13.1.3. Closing or opening a site.

3.13.2. The Contractor shall include in the written notification the following:

3.13.2.1. The reasons for the inability to deliver services.

3.13.2.2. An explanation of how service recipients and the community will be impacted if the contractor is unable to provide services.

3.13.2.3. An explanation of how service recipients and the community will be notified.

3.13.2.4. The plan to transition clients into other services or refer the clients to other agencies.

3.13.3. The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:

3.13.3.1. Service(s) are terminated or planned to be terminated prior to the termination date of the contract.

3.13.3.2. The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State.

3.13.3.3. The Contractor terminates a services or services for any reason.

3.13.3.4. The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

3.13.4. Client Feedback

3.13.4.1. The Contractor shall obtain client feedback as required in New Hampshire Administrative Rules He-E 501.12 and He-E 502.11 using a method approved by the Department with in thirty (30) days of the contract effective date.



4. Staffing

- 4.1. The Contractor shall adhere to the following staffing requirements:
 - 4.1.1. Provide sufficient staff with the skills to perform all tasks specified in this Agreement.
 - 4.1.2. 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.
 - 4.1.3. Verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions.
 - 4.1.4. Keeping up-to-date personnel and training records and documentation of all individuals requiring licenses and/or certifications.
 - 4.1.5. Develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to Department within thirty days of contract effective date that includes, but is not limited to:
 - 4.1.5.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement.
 - 4.1.5.2. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard.
 - 4.1.5.3. A description of time frames necessary for obtaining staff replacements.
 - 4.1.5.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience.
 - 4.1.5.5. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

5. Reporting Requirements

- 5.1. The Contractor shall submit Quarterly Program Service Report reports to the Department by the 15th of the month following the close of the quarter.
 - 5.1.1. The Contract shall complete the Quarterly Program Service Report in accordance with instructions provided by the Department, which includes, but is not limited to:
 - 5.1.1.1. The number of clients served by town and in the aggregate;
 - 5.1.1.2. Total amount of donations collected.



Exhibit A

-
- 5.1.1.3. Expenses by program service provided.
 - 5.1.1.4. Revenue, by program service provided, by funding source.
 - 5.1.1.5. Total amount of donation and/or fees collected from all individuals.
 - 5.1.1.6. Actual Units served, by program service provided, by funding source.
 - 5.1.1.7. Number of unduplicated clients served, by service provided, by funding source.
 - 5.1.1.8. Number of Title III and Title XX clients served with other funds than through this Contract.
 - 5.1.1.9. Unmet need/waiting list.
 - 5.1.1.10. Lengths of time clients are on a waiting list.
 - 5.1.1.11. The number of days individuals did not receive planned service(s) due to the service(s) not being available due to inadequate staffing or other related Contractor issue.
 - 5.1.1.12. Explanation describing the reasons for individuals' not receiving their planned services in the Scope of Work.
 - 5.1.1.13. A plan to address how to resolve the issues in Section 5.1.1.12.
 - 5.1.2. The Contractor shall submit quarterly reports by October 15, January 15, April 15, and July 15, as applicable to each State Fiscal Year in the contract period.
 - 5.1.3. The Contractor shall complete the Home-Delivered Data Form and the Transportation Data Form provided by the Department and submit the Forms to the Department by January 31 and July 31 in each State Fiscal Year of the contract, as appropriate, which shall include, but not be limited to, the following data:
 - 5.1.3.1. For home-delivered meals:
 - 5.1.3.1.1. The number of meals served by client and by town.
 - 5.1.3.1.2. The number of meals served in the aggregate; and
 - 5.1.3.1.3. The number of miles related to the delivery of meals in the aggregate.
 - 5.1.3.2. For transportation:
 - 5.1.3.2.1. The number of clients served by town and in the aggregate;
 - 5.1.3.2.2. The number of miles in the aggregate;



5.1.3.2.3. The nature of the transportation deveined as medical appointment, shopping, etc.

6. Performance Measures

- 6.1. The Contractor shall provide a 100% compliance with meeting the following performance measures. The Contractor shall have a plan for monitoring and evaluating progress in meeting the performance measures as follows:
 - 6.1.1. All clients served meet eligibility requirements;
 - 6.1.2. The contractor identified, located and served the people who need and could benefit from services.
 - 6.1.3. The contractor determined and redetermined accurate and timely eligibility
 - 6.1.4. Clients receive services in accordance with their needs.
- 6.2. The Contractor shall ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.
 - 6.2.1. Ensure the Department is provided with access that includes but is not limited to:
 - 6.2.1.1. Data
 - 6.2.1.2. Financial records
 - 6.2.1.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
 - 6.2.1.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
 - 6.2.1.5. Scheduled phone access to Contractor principals and staff
 - 6.2.1.6. Timely unscheduled phone response by Contractor principals and staff.



Exhibit A-1

Service Area

The Contractor shall provide services in Exhibit A, Scope of Services, in accordance with the rates in Exhibit B-1, Rate Sheet, to eligible individuals in the following towns/counties/cities.

- 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
- Windham



Exhibit B

Method and Conditions Precedent to Payment

1. The Department shall pay the Contractor an amount not to exceed Form P-37, General Provisions, Block 1.8, Price Limitation, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. The contract is funded with federal funds. Availability of federal funds is contingent upon meeting the requirements outlined in the:
 - Catalog of Federal Domestic Assistance #93.044 and Federal Award Identification Number 17AANHT3SS, 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 – Title IIIB
 - Catalog of Federal Domestic Assistance #93.045 and Federal Award Identification Number 17AANHT3CM, 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 – Title IIIC-1
 - Catalog of Federal Domestic Assistance #93.045 and Federal Award Identification Number 17AANHT3HD, 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 – Title IIIC-2
 - 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
3. Payment for services shall be on a cost reimbursement basis only for actual services provided in accordance with the rates identified in Exhibit B-1.
4. Payment shall be made as follows:
 - 4.1. The Contractor shall submit monthly invoices as provided by the Department indicating the number of units provided.
 - 4.2. Invoices shall specify the item description and rate as indicated in Exhibit B-1, Rate Sheet.
 - 4.3. Invoices shall be submitted to:

Bureau of Elderly and Adult Services Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
5. The Department shall make payment to the Contractor within thirty (30) days of receipt of invoices and reports for contract services provided pursuant to this Agreement.



Exhibit B

6. Payments may be withheld pending receipt of required reports or documentation as identified in the Exhibit A, Scope of Services.
7. A final payment request shall be submitted no later than forty (40) days after the end of the contract. Failure to submit the Financial Report, and accompanying documentation, could result in non-payment.
8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule, or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

Exhibit B-1 Rate Sheet

Nutrition and Transportation

1/1/2017 through 06/30/2017 Service Units				
Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC HD Meals	Per Meal	60,334	\$5.50	\$ 331,837.00
Title IIIC Cong Meals	Per Meal	22,500	\$5.50	\$ 123,750.00
Title XX HD Meals	Per Meal	49,692	\$5.50	\$ 273,306.00
Title IIIB Transportation	PerClient/PerDay	8,735	\$10.40	\$ 90,844.00

7/1/2017 through 06/30/2018 Service Units				
Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC HD Meals	Per Meal	120,668	\$5.50	\$ 663,674.00
Title IIIC Cong Meals	Per Meal	45,000	\$5.50	\$ 247,500.00
Title XX HD Meals	Per Meal	99,384	\$5.50	\$ 546,612.00
Title IIIB Transportation	PerClient/PerDay	17,469	\$10.40	\$ 181,677.60

7/1/2018 through 09/30/2018 Service Units				
Nutrition and Transportation	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC HD Meals	Per Meal	30,167	\$5.50	\$ 165,918.50
Title IIIC Cong Meals	Per Meal	11,250	\$5.50	\$ 61,875.00
Title XX HD Meals	Per Meal	24,846	\$5.50	\$ 136,653.00
Title IIIB Transportation	PerClient/PerDay	4,367	\$10.40	\$ 45,416.80

Contractor Initials: 



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.



REVISIONS TO GENERAL PROVISIONS

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



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D



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

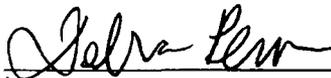
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements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

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

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

Contractor Name: Rockingham Nutrition & Meals on Wheels

11/30/2016
Date


Name: Debra Perou, Executive Director
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: Rockingham Nutrition & Meals on Wheels

11/30/2016

Date

Name: Debra Perou, Executive Director
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

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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

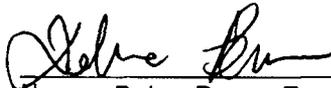
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 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: Rockingham Nutrition & Meals On Wheels

11/30/2016
Date


Name: Debra Perou, Executive Director
Title:



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

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

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

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

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

Exhibit G

Contractor Initials

MP

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name:

11/30/2016
Date



Name: D Perou
Title: Executive Director

Exhibit G

Contractor Initials DP

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

Date 11/30/2016



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

11/30/2016
Date


Name: D Perou
Title: Executive Director



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

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



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

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

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

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

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

The State

Maureen Ryan
Signature of Authorized Representative

Maureen Ryan
Name of Authorized Representative

Director, OHS
Title of Authorized Representative

12/1/16
Date

Lackington Nutrition - MOW Program
Name of the Contractor

Debra Perou
Signature of Authorized Representative

Debra Perou
Name of Authorized Representative

Executive Director
Title of Authorized Representative

11/30/2016
Date



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

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

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

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

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

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

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

Contractor Name: *RN Now*

11/30/2016
Date

Debra Perou
Name: *D Perou*
Title: *Executive Director*



FORM A

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

1. The DUNS number for your entity is: 781677729
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____
Name: _____	Amount: _____