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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF LONG TERM SUPPORTS AND SERVICES

Lori A. Weaver
Interim Commissioner

Melissa A. Hardy
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-5034 1-800-852-3345 Ext. 5034
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June 5, 2023

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, to enter into **Sole Source** contract with Area Agency of Greater Nashua, Inc., (VC# 155784-B001), Nashua, NH, to provide developmental disability and acquired brain disorder services, with an individual price limitation of $3,836,328, of which $1,000,000 is a shared amount among all Contractors, with no guaranteed maximum or minimum funding amount per Contractor effective July 1, 2023, upon Governor and Council approval, through June 30, 2025.

The shared amount provides a contingency funds pool, available to all Contractors, upon Department approval, during the Bureau of Developmental Services system transition. 16.55% Federal Funds. 83.45% General Funds.

Funds are anticipated to be available in State Fiscal Years 2024 and 2025, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

This request is **Sole Source** because the Contractor is the only contractor able to provide the necessary services. NH RSA 171-A establishes Area Agencies as nonprofit corporations designated to serve a geographic area, as adopted by the Department, to provide services to persons with a developmental disability or acquired brain disorder in that area. Pursuant to RSA 171-A:18, I., the Area Agency is the primary recipient of funds provided by the Department for use in establishing, operating and administering supports and services and coordinating with existing services on behalf of persons with developmental disabilities served in the area.

In accordance with RSA 171-A and RSA 126-C, the Area Agency is responsible for establishing, maintaining, implementing, and coordinating a comprehensive service delivery system for individuals with developmental disabilities and acquired brain disorders and their families. This request will allow the Area Agency to provide developmental, acquired brain disorder, and early supports and services to adults, children, and families statewide. Through this agreement, the Area Agency will work collaboratively with the Department on a variety of initiatives designed to sustain a high-quality system of services and supports for people with developmental disabilities, including continuous quality improvement activities, safeguarding the rights of people involved in services, and provision of ongoing staff training.

Statewide, approximately 3,440 adults and children will be served annually.

The Area Agencies function as an integral part of the Organized Health Care Delivery System operated by the Division of Long Term Supports and Services and approved by the Center for Medicare & Medicaid Services in conjunction with three Medicaid funded Home and Community-Based Care Services 1915c Waivers. The Area Agency will coordinate and provide supports and services for individuals with a developmental disability or acquired brain disorder and their families. Services provided through the Area Agency may include community support and independent living; community participation and employment; family-centered early supports; family support; in-home support; service coordination; and participant directed and managed services.

This agreement includes funding that is shared among the agencies to provide assistance to Area Agency through the system transition. By including these shared funds in the contracts, the Department is able to distribute funds throughout developmental services system based on individual and agency needs, as approved by the Department.

The Department will monitor contracted services through monthly reporting, annual file reviews, and Governance audits.

Should the Governor and Council not authorize this request, the Area Agency will not be able to fully provide the functions of the Organized Health Care Delivery System operated by the Department and as laid out in RSA 171-A. As a result, individuals with developmental disabilities and acquired brain disorders and their families will not receive required and essential services.

Areas served: Statewide

Source of Federal Funds: Assistance Listing Number #84.181A, FAIN# H181A200127

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

Respectfully submitted,

Lori A. Weaver
Interim Commissioner

Attachment A
Financial Details

05-95-93-930010-7013 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, FAMILY SUPPORT SERVICES (100% General Funds)

Area Agency of Greater Nashua (Vendor Code 155784-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2024	102-500731	Contracts for program services	93007013	$604,407.00
2025	102-500731	Contracts for program services	93007013	$604,407.00
			Subtotal	*$1,208,814.00*

05-95-93-930010-7100 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, FAMILY SUPPORT SERVICES (100% General Funds)

Area Agency of Greater Nashua (Vendor Code 155784-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2024	102-500731	Contracts for program services	93007013	$78,116.00
2025	102-500731	Contracts for program services	93007013	$78,116.00
			Subtotal	*$156,232.00*

05-95-93-930010-3677 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, EARLY INVERVENTION (100% General Funds)

Area Agency of Greater Nashua (Vendor Code 155784-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2024	102-500731	Contracts for program services	93007014	$418,163.00
2025	102-500731	Contracts for program services	93007014	$418,163.00
			Subtotal	*$836,326.00*

05-95-93-930010-3674 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, INFANT - TODDLER PROGRAM PT-C (100% Federal Funds)

Area Agency of Greater Nashua (Vendor Code 155784-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2024	074-500585	Grants for Pub Asst and Relief	93007852	$317,478.00
2025	074-500585	Grants for Pub Asst and Relief	93007852	$317,478.00
			Subtotal	*$634,956.00*

05-95-93-930010-5947 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, PROGRAM SUPPORT (100% General Funds)

Area Agency of Greater Nashua (Vendor Code 155784-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2024	102-500731	Contracts for program services	93005947	$0.00
2025	102-500731	Contracts for program services	93005947	$0.00
			Subtotal	*$0.00*

05-95-93-930010-71000000 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: DEVELOPMENTAL SVCS DIV, DIV OF DEVELOPMENTAL SERVICES, DEVELOPMENTAL SERVICES (100% General Funds)

Area Agency of Greater Nashua (Vendor Code 155784-B001)

Fiscal Year	Class / Account	Class Title	Job Number	0
2024	102-500731	Contracts for program services	93017100	$0.00
2025	102-500731	Contracts for program services	93017100	$0.00
			Subtotal	*$0.00*

05-95-93-930010-70160000 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: DEVELOPMENTAL SVCS DIV, DIV OF DEVELOPMENTAL SERVICES, ACQUIRED BRAIN DISORDER SERVIC (100% General Funds)

Area Agency of Greater Nashua (Vendor Code 155784-B001)

Fiscal Year	Class / Account	Class Title	Job Number	0
2024	102-500731	Contracts for program services	93017016	$0.00
2025	102-500731	Contracts for program services	93017016	$0.00

			Subtotal	*$0.00*
			Subtotal R6 Contract Funds	*$2,836,328.00*

Funding Amounts Shared by all AA Vendors as follows:

Contingency Funds for Transition of BDS System Redesign

05-95-93-930010-7100 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, FAMILY SUPPORT SERVICES (100% General Funds)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2024	102 – 500731	Payments to Providers		$750,000.00
2025	102 – 500731	Payments to Providers		$250,000.00
			Subtotal	$1,000,000.00
			Total Contract Funds w/ Contingency	*$3,836,328.00*

FORM NUMBER P-37 (version 12/11/2019)

Subject: Area Agency (SS-2024-DLTSS-01-AREAA-01)

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

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Area Agency of Greater Nashua, Inc.		1.4 Contractor Address 144 Canal St. Nashua, NH 03064	
1.5 Contractor Phone Number 603-882-6333	1.6 Account Number 05-95-93-930010-7013 05-95-93-930010-7100 05-95-93-930010-3677 05-95-93-930010-3674	1.7 Completion Date 6/30/2025	1.8 Price Limitation $3,836,328
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Sandy Pelletier 4AFBE6063E0C478... Date: 5/31/2023		1.12 Name and Title of Contractor Signatory Sandy Pelletier President/CEO	
1.13 State Agency Signature DocuSigned by: Melissa Hardy 1323A2404DDF49b... Date: 6/1/2023		1.14 Name and Title of State Agency Signatory Melissa Hardy Director, DLTSS	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino 74873484941460... On: 6/8/2023			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials DS SP
Date 5/31/2023

2. 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 B 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 1.17, 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 1.13 ("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 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 for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

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Contractor Initials SP

Date 5/31/2023

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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, 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.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

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Date 5/31/2023

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. 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.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

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Contractor Initials SP

Date 5/31/2023

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

   1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

   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 as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2023 upon Governor and Council Approval ("Effective Date").

   1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

   12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

New Hampshire Department of Health and Human Services

Area Agency

EXHIBIT B

Scope of Services

1. **Statement of Work**

1.1. The Contractor must operate and maintain as a designated Area Agency (AA), as defined in NH RSA 171-A:2, I-b, and ensure services are available in the designated region, in accordance with NH Administrative Rule He-M 500, Developmental Services, hereby referenced as He-M 500, PART 505, Establishment and Operation of Area Agencies.

1.2. For the purposes of this Agreement, all references to:

1.2.1. Days means calendar days, unless otherwise noted, excluding state and federal holidays.

1.2.2. Business hours means Monday through Friday from 8:00 AM to 4:30 PM.

1.2.3. State fiscal year (SFY) means July 1 through June 30.

1.2.4. Federal fiscal year (FFY) means October 1 through September 30.

2. **Scope of Work**

2.1. The Contractor must provide services to individuals with a developmental disability (DD) and/or an acquired brain disorder (ABD) and their families, in order to promote the individual's personal development, independence, and quality of life, in accordance with state and federal regulations, laws and rules, as applicable, which include, but are not limited to:

2.1.1. New Hampshire (NH) Revised Statutes Annotated (RSA) 171-A, Services for the Developmentally Disabled;

2.1.2. NH RSA 171-B, Involuntary Admission for Persons found Not Competent to Stand Trial;

2.1.3. NH RSA 137-K, Brain and Spinal Cord Injuries;

2.1.4. NH RSA 126-G, Family Support Services;

2.1.5. NH Administrative Rule Chapter He-M 500, Developmental Services, hereby referenced as He-M 500;

2.1.6. NH Administrative Rule He-M 202 Rights Protection Procedures for Developmental Services, hereby referenced as He-M 202;

2.1.7. NH Administrative Rule He-M 310 Rights of Persons Receiving Developmental Services or Acquired Brain Disorder Services in the Community, hereby referenced as He-M 310;

2.1.8. NH Administrative Rule He-M 1001 Certification Standards for Developmental Services Community Residences, hereby referenced

as He-M 1001;

2.1.9. NH Administrative Rule He-M 1201 Healthcare Coordination and Administration of Medications, hereby referenced as He-M 1201;

2.1.10. 1915(c) Home and Community Based Services Waivers;

2.1.11. U.S. Department of Education, Office of Special Education Program (OSEP) regulations, including, but not limited to the Individuals with Disabilities Education Act (IDEA) Subchapter III. Infants and Toddlers with Disabilities (Part C); and

2.1.12. The NH Department of Health and Human Services (Department) procedures and policies regarding developmental disabilities and acquired brain disorder services, as they are developed, implemented, and amended.

2.2. The Contractor must accept applications from individuals, their guardians, or representatives, in the Contractor's region, seeking services for:

2.2.1. Developmental Disabilities (DD);

2.2.2. Acquired Brain Disorder (ABD);

2.2.3. In-home Support (IHS); or

2.2.4. Family Centered Early Supports and Services (FCESS).

2.3. The Contractor must complete a comprehensive screening evaluation to determine if an individual is eligible for:

2.3.1. Developmental Disability Services in accordance with He-M 500, PART 503; or

2.3.2. Acquired Brain Disorder Services in accordance with He-M 500, PART 522.

2.4. The Contractor must assist all individuals determined eligible with accessing and applying for community resources, services, and/or public programs available to them.

2.5. If the individual is determined eligible for developmental disability and/or acquired brain disorder services, the Contractor must submit a functional screen, on a template provided by the Department, to the Department for completion of the institutional Level of Care (LOC) for individuals who:

2.5.1. Are eligible and receiving Medicaid; and

2.5.2. Are interested in receiving services through either the In-Home Support, Developmental Disabilities or the Acquired Brain Disorder 1915(c) Waivers, hereby referenced as 1915(c) Waivers.

2.6. The Contractor must provide access to services in the individual's service agreement (ISA) for eligible individuals only, ensuring the Department is under no obligation to pay for services initiated without prior Department approval.

2.7. The Contractor must provide information and assistance that enables individuals and their families to make informed decisions about their long-term services and supports.

2.8. The Contractor must network and partner with community organizations, with in an effort to support inclusive community life and leverage natural resources, services and supports.

2.9. The Contractor must enter and update the Department's Registry information, into NHEasy, for all individuals seeking access to 1915 (c) Waiver services within the next five (5) state fiscal years (SFY), in accordance with He-M 500, PART 503, Allocation of Funds. The Contractor must include appropriate services based on the functional screen, the ISA and SA and other service needs for eligible individuals, requesting, or likely to need 1915 (c) Waiver services. The Contractor must:

2.9.1. Enter all required information into the Department's Registry to document those needs for services; as outlined by the Department; and

2.9.2. Update individual's service or other data or information in the Department's Registry and NH Easy, as needed.

2.10. The Contractor must obtain approval from the Department prior to arranging for an out-of-state placement for any individual seeking services in accordance with the Department's Out of State policy.

2.11. The Contractor must provide Designated Area Agency Delivery System (DAADS) functions and services to individuals with a developmental disability and/or an acquired brain disorder as directed by the Department and in accordance with Table 1 - DAADS Functions, below:

TABLE 1 – DAADS FUNCTIONS

ID	Category	Sub-function
	RSA 171-A, He-M 503, He-M 524 and He-M 522 Intake for all Individuals	
A1	RSA 171-A and He-M 503, He-M 524 and He-M 522 Intake for all Individuals	Complete introductory meeting(s) to determine if He-M 503 or He-M 522 eligibility review will be pursued.
A2	RSA 171-A and He-M 503, He-M 524 and He-M 522 Intake for all Individuals	Complete assessments and gather information from existing assessments. This function includes scheduling and facilitating all assessments needed for RSA 171- A and He-M 522 eligibility.

A3	RSA 171-A and He-M 522 Intake for all Individuals	Complete a clinical file review.
A4	RSA 171-A and He-M 522 Intake for all Individuals	Within 21 days of application, based on an individual's needs, provide preliminary recommendations for services in alignment with RSA 171-A and He-M 522.
A5	RSA 171-A and He-M 522 Intake for all Individuals	Offer consultation and support to current and prospective Medicaid beneficiaries.
A6	RSA 171-A Intake for all Individuals	Make RSA 171-A eligibility determinations of either "Yes," "No," or "Conditional."
A7	RSA 171-A and He-M 522 Intake for all Individuals	Manage cases of contested eligibility as applicable.
	Service Eligibility and Access Support for individuals eligible under He-M 503 and/or He-M 522	
B1	Service Eligibility and Access Support for RSA 171-A and He-M 522 Eligible Individuals	Inform the individual of service coordination options and direct the individual to choose a service coordinator, including sharing information when an individual changes service coordinators.
B2	Service Eligibility and Access Support for RSA 171-A and He-M 522 Eligible Individuals	Contribute to ISA development for individuals receiving waiver services who are also receiving RSA 171-A and He-M 522 services.
B3	Service Eligibility and Access Support for RSA 171-A and He-M 522 Eligible Individuals	When an individual changes service coordination organizations, the area agency must support the individual's selection of a new service coordination organization and ensure there is no gap in service coordination.
B4	Service Eligibility and Access Support for RSA 171-A and He-M 522 Eligible Individuals	Complete Medicaid financial eligibility applications including a discussion of HCBS waiver eligibility.
B5	Service Eligibility and Access Support for He-M 503 Individuals	Complete conditional eligibility reviews.
	Information, Education, Referrals	
C1	Information, Education, Referrals	For individuals found eligible under RSA 171-A and He-M 522, provide objective information, advice and assistance that empowers people to make informed decisions about their long-term services and supports.
C2	Information, Education, Referrals	Network with community organizations and groups with the goal of improving the community's understanding of the developmental disabilities service system. Community organizations and groups include but are not limited to local physician's offices, childcare resource and referral centers, family resource centers, early support and services programs, educational

		services, dental offices, CMHC's, pharmacies, diverse population outreach, and law enforcement entities.
	Registry Management for all Waiver Eligible Individuals who Request Services	
D1	Registry Management for all Waiver Eligible Individuals who Request Services	For every eligible individual requesting, or likely to need, waiver services within 5 years, determine service needs and enter them into the Registry using the online database.
D2	Registry Management for all Waiver Eligible Individuals who Request Services	Review and update the registry as needed. This must include updates for service changes, date services needed, and projected start date.
D3	Registry Management for all Waiver Eligible Individuals who Request Services	For every individual requesting, or likely to need, waiver services within 12 months, complete the initial functional screen
	Initiation of Waiver Services	
E1	Initiation of Waiver Services	After BDS approves Level of Care, submit service authorization for service coordination.
E2	Initiation of Waiver Services	Facilitate initial service coordination selection process by providing resources to select a service coordinator.
E3	Initiation of Waiver Services	For individuals that do not have a service coordinator, facilitate the initial SIS assessment process. This must include providing information for the participant and their family, completing scheduling, and ensuring that results are communicated.
	Managing Transfers *(Between Regions or Between Waivers)*	
F1	Managing Transfers *(Between Regions or Between Waivers)*	Regional Transfer - Process incoming and outgoing transfers. Area agencies are responsible for ensuring that there is not a gap in service provision as a result of the transfer. If applicable, area agencies must prepare needed documentation, including making updates in existing IT systems.
F2	Managing Transfers *(Between Regions or Between Waivers)*	Waiver Transfer - Transition services from one waiver to another. This must include initiating the initial functional screen for new waiver.
	Utilization and Quality Review	
G1	Utilization and Quality Review	Monitor timeliness and completion of annual service agreement renewals on a monthly basis.
G2*	Utilization and Quality Review	*Complete service audits. The main task of this work is to review and monitor waiver services to ensure compliance with state and federal requirements for a sample deemed adequate by CMS as reflected in the approved waivers. BDS will distribute a list of files to be reviewed per waiver per area agency to ensure conflict free reviews. These reviews will include post payment reviews.

G3*	Utilization and Quality Review	*Develop (or procure) and facilitate training and education dissemination related to sentinel events and mortality trends as determined by BDS. Area agencies will be responsible for delivering at least one training per state fiscal year quarter.
G4	Utilization and Quality Review	Increase access to employment services as guided by trends identified by BDS. Participate in the employment leadership committee.
G5	Utilization and Quality Review	Coordinate and monitor the vendor network to support the needs of the area agency catchment region. This includes managing and overseeing submission of OOS service provision requests to BDS.
G6	Utilization and Quality Review	Actively monitor current open capacity with support of BDS data. Identify risk and solutions when full capacity approaches.
G7	Utilization and Quality Review	Promote the development of new vendors to reduce any gaps in capacity.
G8*	Utilization and Quality Review	*Report quarterly on service capacity to BDS to support vendor management based on bidirectional data sharing.
G9	Utilization and Quality Review	Communicate relevant system updates to providers, as needed. Provide education and training for service providers, including service coordinators, as needed.
G10*	Utilization and Quality Review	*Complete informal investigations at the request of BDS. These investigations do not include those pursuant to He-M 202. Examples include, but are not limited to a service concern, complaint or a grievance.
	Critical Incident Management	
H1	Critical Incident Management	Collect quarterly restraint and seclusion data.
H2	Critical Incident Management	Finalize mortality reviews and submit to BDS. Finalization must include collecting additional information as needed.
H3	Critical Incident Management	Finalize sentinel event reports and submit to BDS. Finalization must include collecting additional information as needed.
H4*	Critical Incident Management	*Monitor follow up related to findings from formal complaint investigations. Ensure that all recommendations in OCLS complaint investigation reports, whether to the Area Agency or Service Providers, are implemented and documented.
H5	Critical Incident Management	Provide technical assistance to service coordinators when a service coordinator reaches out in advance of a potential crisis.
H6	Critical Incident Management	Operate a 24/7 on-call structure that supports critical incident assistance.

H7	Critical Incident Management	Provide coordination, logistical support, and subject matter expertise in crisis mitigation situations. This includes supporting service coordinators to convene appropriate team members, providing input on next steps, and providing ongoing monitoring as the crisis deescalates.
H8	Critical Incident Management	Provide expedited intake supports to individuals that are in crisis but are not part of the developmental services system.
H9	Critical Incident Management	Facilitate strategy development and coordination meetings in collaboration with BDS when a provider closure is imminent that will have impact on service availability in an area agency's catchment region. This work will include convening with service coordinators and Department staff to assess the impact on service availability and to develop options for transfers and additional capacity development.
	Human Rights Committee	
I1	Human Rights Committee	Maintain and facilitate a human rights committee.
I2	Human Rights Committee	Monitor and approve all behavior plans to ensure alignment with the individual service agreement. Evaluate the treatment and habilitation for all individuals presented to Human Rights Committee.
I3	Human Rights Committee	Monitor the use of restrictive or intrusive interventions.
I4	Human Rights Committee	Promote advocacy programs on behalf of individuals. At minimum, this must include providing two trainings per year on advocacy and individual rights. Each area agency must maintain and distribute a list of current advocacy groups within the catchment area.
	Risk Management Committee (State and Local)	
J1	Risk Management Committee (State and Local)	Facilitate initiation of the risk management evaluation process.
J2	Risk Management Committee (State and Local)	Facilitate the identification of a clinical psychologist, licensed therapist, or behavior consultant with Intensive Treatment Services (ITS) expertise.
J3	Risk Management Committee (State and Local)	Receive and review risk management assessments completed by the local risk management committee (or equivalent). Submit relevant referrals for risk management plans to the State committee.
J4	Risk Management Committee (State and Local)	Participate in multi-regional meetings to identify and resolve common concerns with ITS programs.
J5	Risk Management Committee (State and Local)	Liaise with provider agencies to expand service delivery capacity.
J6	Risk Management Committee (State and Local)	Monitor availability and capacity of qualified risk assessors and develop network capacity plans to improve availability.

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J7	Risk Management Committee (State and Local)	Review comprehensive evaluations (comprehensive risk assessment and neuropsychological evaluations) and use evaluative takeaways to develop next steps.
J8	Risk Management Committee (State and Local)	Coordinate and facilitate Local Risk Management Committee at least monthly (or more frequently as needed). Review risk assessments, risk management plans and other instances with individuals in escalated situations to mitigate risk for AA and client/community.
J9	Risk Management Committee (State and Local)	Participate in Community of Practice meetings for Intensive Treatment Services.
J10	Risk Management Committee (State and Local)	Participate in the Statewide Risk Management Committee.
	Health Risk Screening Tool (HRST) Support	
K1	HRST Support	Provide administrative support.
K2	HRST Support	Complete a clinical review for individuals with a score greater than or equal to three (3).
K3	HRST Support	Complete oversight of the frail and elderly list.
	Guardianship	
L1	Guardianship	Provide representation and other supports for participants in cases of complex contested guardianship.
L2	Guardianship	Complete the request for the establishment of a public guardian if a service coordinator is not assigned.
	Medication Administration	
M1	Medication Administration	Attend and participate in state medication committee meeting.
M2	Medication Administration	Review med error occurrence report and compile regional data.
M3	Medication Administration	Deliver training to providers about medication administration trends as determined by the State Medication Committee (and confirmed by BDS).
	Surveys	
N1	Surveys	Disseminate and coordinate annual National Core Indicator satisfaction surveys, utilize data to identify trends.
N2	Surveys	Review survey results to identify areas of quality improvement.
N3	Surveys	In partnership with BDS, distribute and review survey results to ensure continuous quality improvement for our comprehensive service delivery system.
	Record Retention	

O1	Record Retention	For RSA 171:A applicants, document all information used to determine eligibility for services pursuant to He-M 503.05 and He-M 503.06, and He-M 522 inclusive of documentation of preliminary recommendations for services.
O2	Record Retention	Complete documentation to support the termination of services in accordance with He-M 503 and 522, in instances when the individual elects to revoke all services. This documentation must include a letter to the participant documenting the revocation of services and steps to pursue to reengage with the service system. This responsibility does not apply to single service terminations.

** Due to the transition of the Area Agency System, in order to ensure continued payment as detailed in Exhibit C, Payment Terms, Section 7,* **Medicaid Administrative Rates for Designated Area Agency Delivery System (DAADS) Functions and Intake & Eligibility**, *the Contractor must be in compliance with the items identified with an asterisk, no later than January 1, 2024, or at a later date, as agreed upon by the Department.*

3. Collaboration with Other Agencies and Systems

3.1. National Core Indicators

3.1.1. The Contractor must collaborate with the entity designated by the Department to complete the National Core Indicators (NCI) annual surveys, both electronically and in-person.

3.1.2. The Contractor must assist with the scheduling and facilitation of interviews for individuals selected to participate in NCI surveys as directed by the Department.

3.2. Community Mental Health Centers

3.2.1. The Contractor must enter into a Memorandum of Understanding (MOU) with the Community Mental Health Center (CMHC) that serves their local region to coordinate and facilitate processes that include:

3.2.1.1. Enrolling individuals for services who are dually eligible for both organizations;

3.2.1.2. Ensuring transition-aged individuals are screened for the presence of mental health and developmental supports, and refer, link, and support transition plans for youth leaving children's services and entering into adult services identified during screening;

3.2.1.3. Following the "Protocol for Extended Department Stays for Individuals served by Area Agency" issued December 1, 2017 by the Department, as implemented by the regional Area Agency;

3.2.1.4. Participating in collaborative discharge planning meetings to assess individuals who are leaving New Hampshire Hospital

(NHH) and/or Hampstead Hospital and Residential Treatment Facility (HHRTF) to identify and re-engage individuals with both the CMHC and Area Agency representatives; and

3.2.1.5. Ensuring annual training is designed and completed for intake, eligibility, and case management for dually diagnosed individuals and that attendee's include intake clinicians, case-managers, service coordinators and other frontline staff identified by both CMHC's and Area Agencies. The Contractor must ensure the training utilizes the Diagnostic Manual for Intellectual Disability 2 that is specific to intellectual disabilities, in conjunction with the DSM-5.

3.3. Regional Public Health Networks (RPHN)

3.3.1. The Contractor must collaborate with the RPHN that serves the region to facilitate and coordinate processes that enable collaboration for:

3.3.1.1. Participating in regional public health emergency planning processes to develop and execute response and recovery plans that include:

3.3.1.1.1. Strategies to ensure public health information is communicated to the population served;

3.3.1.1.2. Strategies to meet the access and functional needs of at-risk individuals who may be disproportionately impacted by an emergency;

3.3.1.1.3. Strategies for accommodating individuals with access and functional needs within regional shelters serving the general population;

3.3.1.1.4. Strategies for accommodating individuals with access and functional needs in order to dispense medical countermeasures, which may include vaccines or medications;

3.3.1.1.5. Strategies to coordinate with public health partners to conduct health screenings and identify medical, access, and functional needs, which may include but are not limited to needs related to:

3.3.1.1.5.1. Communication;

3.3.1.1.5.2. Maintaining health;

3.3.1.1.5.3. Independence;

3.3.1.1.5.4. Support;

3.3.1.1.5.5. Safety;

3.3.1.1.5.6. Self-determination; and

3.3.1.1.5.7. Transportation of individuals at response facilities.

3.3.1.2. Promoting awareness of and access to public health, health care, human services, mental and/or behavioral health, and environmental health resources that help protect health during emergencies.

3.3.1.3. Collaborating on trainings to support volunteer emergency response personnel providing services to meet the access and functional needs of individuals.

3.4. Employment Services Leadership Committee

3.4.1. The Contractor must provide representation on the Employment Services Leadership Committee, in accordance with He-M 500, PART 518.

3.4.2. The Contractor must ensure the Area Agency Representative communicates activities with service coordinators, employment vendors and providers to ensure that they are knowledgeable of current employment trends.

3.5. No Wrong Door System (NWD)

3.5.1. The Contractor must operate and maintain the Area Agency as a No Wrong Door (NWD) Partner, creating linkages for individuals seeking services and requiring intake, evaluation, and assessment as outlined in HE-M 503 and He-M 522.

3.5.2. The Contractor must participate as a Partner under the NHCarePath Model by operating as an information and referral Partner for individuals who may require or may benefit from Department's community Long-Term Supports and Services (LTSS) programing.

3.5.3. The Contractor must ensure that individuals connect to LTSS options that may cover out of pocket costs through other community resources in close coordination with other NHCarePath Partners including but not limited to:

3.5.3.1. State Designated Aging and Disability Resource Center;

3.5.3.2. Community Mental Health Centers; and

3.5.3.3. The Department.

3.5.4. The Contractor must participate in up to two (2) State and up to four (4) regional meetings for NHCarePath annually.

3.5.5. The Contractor must support the NHCarePath Assessment process to provide referrals and linkage to necessary LTSS. The Contractor must monitor the referral process to ensure a transition to the appropriate agency when necessary.

3.5.6. The Contractor must support individuals and follow standardized guidelines established by NHCarePath for providing preliminary screening and referrals for LTSS.

3.5.7. The Contractor must utilize and distribute NHCarePath outreach, education, and awareness materials to potential users of NHCarePath.

4. File Reviews and Audits

4.1. Service File Reviews

4.1.1. The Contractor must conduct annual Service File Reviews of the 1915(c) Waivers, which include service and post payment reviews, as required by the Department to ensure:

4.1.1.1. Medicaid payments align with attendance and/or service provision records indicating date(s) of service, units of service, and service provider.

4.1.1.2. Required contact notes and/or progress notes are complete.

4.1.1.3. Required staff and provider qualifications are in place, including, but not limited to:

4.1.1.3.1. Driving records.

4.1.1.3.2. Background checks.

4.1.1.3.3. Office of Inspector General (OIG) database checks.

4.1.1.3.4. Training requirements.

4.1.1.3.5. Service agreements, required assessments, and agency oversight relative to service provision are in place.

4.2. Governance Audit

4.2.1. The Contractor must participate in an annual Governance Audit, conducted by the Department, to determine compliance with

correlating New Hampshire Administrative rules and state statutes relative to areas that include but are not limited to:

4.2.1.1. Current Board of Directors (BOD) composition, policies, procedures, bylaws, and meeting minutes.

4.2.1.2. Executive Director Qualifications.

4.2.1.3. Area and/or Strategic Plan development and ongoing assessment.

4.2.1.4. The inclusion of employment goals within the Area Agency's Strategic Plan.

4.2.1.5. Human Rights Committee (HRC) composition, minutes, policies and documentation of policy compliance.

4.2.1.6. Communication strategy.

4.2.1.7. Quality assurance activities and training.

4.2.1.8. Subcontracting agreements.

4.2.1.9. Plan of correction from last redesignation or Governance Audit, if applicable.

4.2.1.10. Sentinel event policy and documentation.

4.2.1.11. Memorandum of Understanding (MOU) with the local CMHC.

4.2.1.12. Limited English Proficiency (LEP) policy.

4.2.1.13. Family Support Council (FSC) composition, policies and procedures per He-M 519.05.

4.2.1.14. Formal agreement between the Contractor and the FSC per He-M 519.05(c)(4).

4.2.1.15. Family Support Coordinator and/or Director job description and resume(s) per He-M 519.06.

4.3. Redesignation Review

4.3.1. The Contractor must participate in a Redesignation Review as required and in accordance with He-M 500, Part 505, Redesignation.

4.3.2. The Contractor must schedule time for the Department to present information to Contractor's Board of Directors relative to areas that include, but are not limited to:

4.3.2.1. Compliance with reporting requirements per this contract.

4.3.2.2. Governance Audit.

4.3.2.3. Financial Condition with five (5)-year trend analysis.

4.3.2.4. Compliance with Family Centered Early Supports and Service Requirements, in accordance with He-M 510.

4.3.2.5. Compliance with the provision and billing of CMS approved Medicaid Administrative claims

4.3.2.6. Compliance with billing and documentation for services not directly billed to Medicaid.

4.3.2.7. Compliance with Medication Administration and Healthcare Coordination requirements.

4.3.2.8. Compliance with conducting Service File Audits.

4.3.2.9. Summary of stakeholder engagement during the redesignation process.

4.3.2.10. Plan of correction from last redesignation, if applicable.

5. Risk Assessment Funding for Service Planning

5.1. The Contractor must coordinate risk assessments and risk management plans related to funding for service planning.

6. Family-Centered Early Supports and Services

6.1. The Contractor must provide high-quality Family Centered Early Supports and Services (FCESS) in accordance with:

6.1.1. New Hampshire Administrative Rule He-M 500, Part 510, Family Centered Early Supports and Services, herein referred to as He-M 500, Part 510;

6.1.2. The U.S. Department of Education, Office of Special Education Program (OSEP) regulations, including, but not limited to the Individuals with Disabilities Education Act (IDEA) Subchapter III, Infants and Toddlers with Disabilities (Part C); and

6.1.3. FCESS current guidance documents, as provided and updated by the Department.

6.2. The Contractor must accept referrals from individuals seeking FCESS in accordance with He-M 500 PART 510.

6.3. The Contractor must conduct a multidisciplinary evaluation to determine a child's eligibility for FCESS in accordance with He-M 500 PART 510.

6.4. The Contractor must ensure services for each child and their family are individualized, family centered and provided to all eligible children in accordance with their Individualized Family Support Plan (IFSP) as determined

by the IFSP Team in accordance with He-M 500, Part He-M 510.07 (c).

6.5. The Contractor must ensure each child's IFSP is updated annually.

6.6. The Contractor must ensure that children found eligible for FCESS and their families are provided with access to Family Support, as needed, in accordance with He-M 519.

6.7. The Contractor must ensure FCESS are provided within the following required timeframes:

6.7.1. No more than 45 days between receipt of referral and signed Individualized Family Support Plan (IFSP); and

6.7.2. All services start no later than the projected start date agreed upon by the IFSP team, which includes the family, and documented in the IFSP.

6.8. The Contractor must collaborate with external professionals, as needed, to meet each child's needs as identified in the IFSP.

6.9. The Contractor must provide services in each child's natural environment as defined by OSEP and He-M 510.

6.10. The Contractor must collect all FCESS required information in a Department approved format. The Contractor must:

6.10.1. Ensure all FCESS data is accurate and documented at a minimum of every 30 days; and

6.10.2. Provide additional data to the Department as requested by the Department.

6.11. The Contractor must ensure FCESS program staff comply with current professional development standards as defined by the Department's monitoring process and written guidance. The Contractor must ensure all FCESS program staff:

6.11.1. Complete the following trainings within one (1) year of their date of hire:

6.11.1.1. Orientation program;

6.11.1.2. Culturally Competent services; and

6.11.1.3. Adult Learning Strategies.

6.11.2. Have current individualized professional development plans, which are updated annually.

6.11.3. Have training in procedural safeguards annually.

6.11.4. Maintain licensure or certification as appropriate for their professional discipline.

6.12. The Contractor must ensure that Service Coordinators and Service Providers, who provide direct services to children and families, are up to date on best- and evidence-informed practices.

6.13. The Contractor must ensure FCESS training funds are equitably distributed across all FCESS programs within their region.

6.14. The Contractor must submit necessary information as part of the Department's annual FCESS Program Monitoring to verify utilization of training funds, as requested by the Department.

7. Family Support Council and Non-Medicaid Respite

7.1. The Contractor must provide family support and respite services as defined by and in accordance with:

7.1.1. He-M 500, Part 519, Family Support Services; and

7.1.2. He-M 500, Part 513, Respite Services.

7.2. The Contractor must provide a wide range of activities that assist families in developing and maximizing the families' abilities to care for individuals and meet their needs in a flexible manner.

7.3. The Contractor must collect information related to Family Support and non-Medicaid Respite Services, including, but not limited to:

7.3.1. Unduplicated number of families served.

7.3.2. Unduplicated number of families provided with respite services.

7.3.3. Unduplicated number of families participating in Family Support Council events, activities and/or receiving Family Support Council funds.

7.4. The Contractor must adhere to the Principles of Family Support Practice as identified in the National Family Support Network, Standards of Quality for Family Strengthening & Support, which include:

7.4.1. Staff and families work together in relationships based on equality and respect;

7.4.2. Staff enhances families' capacity to support the growth and development of all family members - adults, youth, and children;

7.4.3. Families are resources to their own members, to other families, to programs, and to communities;

7.4.4. Programs affirm and strengthen families' cultural, racial, and linguistic identities and enhance their ability to function in a multicultural society;

7.4.5. Programs are embedded in their communities and contribute to the community-building process;

7.4.6. Programs advocate with families for services and systems that are fair, responsive, and accountable to the families served;

7.4.7. Practitioners work with families to mobilize formal and informal resources to support family development;

7.4.8. Programs are flexible and continually responsive to emerging family and community issues; and

7.4.9. Principles of family support are modeled in all program activities, including planning, governance, and administration.

7.5. The Contractor must employee at least one (1) full-time Family Support Coordinator in accordance with He-M 519.06. The Contractor must ensure:

7.5.1. The Family Support Coordinator performs all duties in their job description including, at a minimum, those identified in He-M 519.06(c)(1-8).

7.5.2. All family support staff perform all requirements including, but not limited to those identified in He-M 519.06(d).

7.6. The Contractor must collaborate with and promote networking and community building with other systems of family support including, but not limited:

7.6.1. Bureau of Family Centered Services (BFCS) Health Care Coordination.

7.6.2. Family Resource Centers.

7.6.3. Child Care and Early Learning Environments.

7.6.4. Other community agencies in the region.

7.7. The Contractor must provide the Regional Family Support Council with funding, referred to as "Family Support Council funds," from this Contract for the purposes of providing funding for supports and services for the individuals and their families in accordance with New Hampshire Administrative Rule He-M 519.04(c) and as detailed in Exhibit C, Payment Terms.

7.8. The Contractor must ensure the distribution of Family Support Council funds, following approval by the Family Support Council.

7.9. The Contractor must ensure that Family Support Council funds are used for the

purposes outlined in He-M 519 (c).

8. Reporting

8.1. The Contractor must enter all service activity, for individuals over the age of three (3) years, into the Department-approved database once per month, at a minimum. The Contractor must ensure data includes:

8.1.1. Complete intake processing;

8.1.2. A functional screen for a Level of Care (LOC) assessment for application for Waiver services;

8.1.3. Dates and types of Waiver services requested;

8.1.4. Indication of when an individual received services, if services are non-billable; and

8.1.5. Accurate and non-duplicative data.

8.1.6. Other information as requested and required by the Department.

8.2. The Contractor must notify the Department within 30 calendar days after an individual exits the service delivery system. The Contractor must ensure notification includes, but is not limited to:

8.2.1. Name of the individual.

8.2.2. Last date that the individual received services.

8.2.3. Services made available to the individual.

8.2.4. Services actually provided to the individual.

8.2.5. Reasons the individual has exited the service delivery system.

8.3. The Contractor must participate in meetings with the Department, as requested by the Department, with advance notice of at least one (1) business day.

8.4. The Department may withhold, in whole or in part, any contract payment for the ensuing contract period until the Contractor submits, to the Department's satisfaction, required monthly compliance reports.

8.5. <u>DAADS Reporting</u>

8.5.1. The Contractor must complete and submit monthly DAADS information to the Department as directed by the Department.

8.6. <u>Family Support Services and non-Medicaid Respite Services Reporting</u>

8.6.1. The Contractor must submit monthly Family Support and Respite information to the Department, in a format approved by the Department, that includes, but is not limited to:

8.6.1.1. Unduplicated number of families served.

8.6.1.2. Unduplicated number of families provided with non-Medicaid respite services.

8.6.1.3. Unduplicated number of families participating in Family Support Council events, activities and/or receiving Family Support Council funds.

8.6.2. The Contractor must provide the Department with aggregate, non-identifiable data relative to Family Support Services and Respite Services.

8.6.3. The Contractor must ensure aggregate and de-identified data excludes information that would allow for the constructive identification of any individual, meaning that there is no reasonable basis to believe that the data could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information.

8.7. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.

9. Performance Measures

9.1. Contract performance will be measured through the review of monthly reports, required audits, performance reviews, as applicable, and regularly scheduled meetings with the Department to evaluate the quality and efficacy of services provided to individuals with a developmental disability and/or an acquired brain disorder which promote the individual's personal development, independence, and quality of life.

9.2. <u>Performance Measures specific to Family Support Services and Respite Services</u>

9.2.1. The Contractor shall identify a baseline number of families able to access respite when needed; in SFY 2024 and increase this percentage in SFY 2025.

9.2.2. The Contractor must ensure 75% of families report satisfaction with family support services, when completing an annual satisfaction survey.

10. Background Checks

10.1. The Contractor must complete criminal background checks for all staff engaged in supporting this contract as well as Bureau of Elderly and Adult Services (BEAS) and Division of Children, Youth and Families (DCYF) state registry checks for all staff working directly with individuals, prior to the staff beginning

work, in accordance with New Hampshire Administrative Rule He-M 500; as directed by any federal or state laws, additional background checks may be required.

10.2. The Contractor must provide an attestation to the Department, within 60 days of the contract effective date, that states all contract workforce members engaged in this contract have successfully passed their criminal background check and Bureau of Elderly and Adult Services (BEAS) and Division of Children, Youth and Families (DCYF) state registry checks and that if it is discovered a Contractor workforce member is no longer eligible to engage in contract support based upon the background checks requirement they will immediately remove that individual from providing services under this Agreement and inform the Department.

11. Continuity of Operations Planning (COOP)

11.1. Contractor must provide the Department with a digital Continuity of Operations Plan (COOP) draft for the Department's review and approval. The COOP must demonstrate that the Contractor can continue their responsibilities under this Agreement during a wide range of emergencies (how it will proceed during an emergency). The Contractor must work with the Department to mitigate any gaps it identifies within the draft COOP. Once the Department approves the draft, the Contractor must provide the Department with a final digital copy. Contractor must update the COOP as needed or at the request of the Department throughout the term of this Contract.

12. Disaster Recovery Plan

12.1. Contractor must provide the Department with a digital Disaster Recovery Plan (DRP) draft for the Department's review and approval. The DRP must describe the measures the Contractor takes in response to an event that requires the DRP to be enacted, and return to safe, normal operations as quickly as possible. The Contractor must work with the Department to mitigate any gaps it identifies within the draft DRP. Once the Department approves the draft, the Contractor must provide the Department with a final digital copy. Contractor must update the DRP as needed or at the request of the Department throughout the term of this Contract.

13. Privacy Impact Assessment

13.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department

access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

13.1.1. How PII is gathered and stored;

13.1.2. Who will have access to PII;

13.1.3. How PII will be used in the system;

13.1.4. How individual consent will be achieved and revoked; and

13.1.5. Privacy practices..

13.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

14. State Owned Devices, Systems and Network Usage

14.1. If the Contractor's End Users are authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the State network in the fulfilment of this Agreement, the Contractor must:

14.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;

14.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time must they access or attempt to access information without having the express authority of the Department to do so;

14.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;

14.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;

14.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;

14.1.6. Only install authorized software on any Department equipment unless authorized by the Department's Information Security Office or designee;

14.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "Department-funded email systems."

14.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and

14.1.9. Agree when utilizing the Department's email system:

14.1.10. To only use a Department email address assigned to them with a "@ affiliate.DHHS.NH.Gov".

14.1.11. Include in the signature lines information identifying the End User as a non-Department workforce member; and

14.1.12. Ensure the following confidentiality notice is embedded underneath the signature line:

14.1.13. CONFIDENTIALITY NOTICE: "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately, delete this electronic message and any attachments from your system, and do not share any information viewed with anyone. Thank you for your cooperation."

14.1.14. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:

14.1.15. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.

14.1.16. Sign the Department's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the awarded Contract and annually throughout the Contract term.

14.1.17. Agree End User's will only access the Department' intranet to view the Department's Policies and Procedures and Information Security webpages.

14.1.18. Agree, if any End User is found to be in violation of any of the above-Department terms and conditions of the Contract, said End User may face removal from the Contract, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.

14.1.19. Notify the State a minimum of three (3) business days prior to any upcoming transfers or terminations of End Users who possess State credentials and/or badges or who have system privileges. If End Users who possess State credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor agrees to notify the State's Information Security Office or designee immediately

15. Website and Social Media

15.1. The Contractor must work with the Department's Communications Bureau to ensure that any social media or website designed, created, or managed on behalf of the Department meets all Department and NH DoIT website and social media requirements and policies.

15.2. The Contractor agrees that Protected Health Information (PHI), Personally Identifiable Information (PII), or other Confidential Information solicited either by social media or the website that is maintained, stored or captured must not be further disclosed unless expressly provided in the Contract. The solicitation or disclosure of PHI, PII, or other Confidential Information is subject to Exhibit K: Department Information Security Requirements and Exhibit I: DHHS Business Associate Agreement and all applicable state and federal law, rules, and agreements. Unless specifically required by the Contract and unless clear notice is provided to users of the website or social media, the Contractor agrees that site visitation must not be tracked, disclosed or used for website or social media analytics or marketing.

16. Contract End-of-Life Transition Services

16.1. General Requirements

16.1.1. If applicable, upon termination or expiration of the Contract the Parties agree to cooperate in good faith to effectuate a smooth secure transition of the Services from the Contractor to the Department and, if applicable, the Contractor engaged by the Department to assume the Services previously performed by the Contractor for this section the new Contractor shall be known as

"Recipient"). Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the Contractor must begin working with the Department and if applicable, the new Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.

16.1.2. The Contractor must use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.

16.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created utilizing state funds (people or money) to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department Data is complete.

16.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Contract.

16.1.5. Should the data Transition extend beyond the end of the Contract, the Contractor agrees that the Contract Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.

16.1.6. In the event where the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of Exhibit K: DHHS Information Security Requirements.

16.2. Completion of Transition Services

16.2.1. Each service or Transition phase shall be deemed completed (and the Transition process finalized) at the end of 15 business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.

16.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of Exhibit K: DHHS Information Security Requirements.

16.3. Disagreement over Transition Services Results

16.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, by email, stating the reason for the lack of satisfaction within 15 business days of the final product or at any time during the data Transition process. The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department shall be entitled to initiate actions in accordance with the Contract.

17. Maintenance of Fiscal Integrity

17.1. The Contractor must submit the following financial statements to the Department on a monthly basis, within thirty (30) calendar days after the end of each month:

17.1.1. Balance Sheet.

17.1.2. Profit and Loss Statement for the Contractor's entire organization that includes:

17.1.2.1. All revenue sources and expenditures; and

17.1.2.2. A budget column allowing for budget to actual analysis.

17.1.3. Profit and Loss Statement for the Program funded under this Agreement that includes:

17.1.3.1. All revenue sources and all related expenditures for the Program; and

17.1.3.2. A budget column allowing for budget to actual analysis.

17.1.3.3. Cash Flow Statement.

17.2. The Contractor must ensure all financial statements are prepared based on the accrual method of accounting and include all the Contractor's total revenues and expenditures, whether or not generated by or resulting from funds provided pursuant to this Agreement.

17.3. The Contractor's fiscal integrity will be evaluated by the Department using the following Formulas and Performance Standards:

17.3.1. Days of Cash on Hand:

17.3.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.

17.3.1.2. Formula: Cash, cash equivalents and short-term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.

17.3.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

17.3.2. Current Ratio:

17.3.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

17.3.2.2. Formula: Total current assets divided by total current liabilities.

17.3.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

17.3.3. Debt Service Coverage Ratio:

17.3.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

17.3.3.2. Definition: The ratio of net income to the year to date debt service.

17.3.3.3. Formula: Net Income plus depreciation/amortization expense plus interest expense divided by year to date debt service (principal and interest) over the next twelve (12) months.

17.3.3.4. Source of Data: The Contractor's monthly financial statements identifying current portion of long-term debt payments (principal and interest).

17.3.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

17.3.4. Net Assets to Total Assets:

17.3.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

17.3.4.2. Definition: The ratio of the Contractor's net assets to total assets.

17.3.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

17.3.4.4. Source of Data: The Contractor's monthly financial statements.

17.3.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

17.4. In the event that the Contractor does not meet either:

17.4.1. The Days of Cash on Hand Performance Standard and the Current Ratio Performance Standard for two consecutive months; or

17.4.2. Three or more of any of the Performance Standards for one month, or any one Performance Standard for three consecutive months, then

17.4.3. The Contractor must:

17.4.3.1. Meet with Department staff to explain the reasons that the Contractor has not met the standards; and/or

17.4.3.2. Submit a comprehensive corrective action plan within thirty (30) calendar days of receipt of notice from the Department.

17.5. The Contractor must update and submit the corrective action plan to the Department, at least every thirty (30) calendar days, until compliance is achieved. The Contractor must:

17.5.1. Provide additional information to ensure continued access to services as requested by the Department and ensure requested information is submitted to the Department in a timeframe agreed upon by both parties.

17.6. The Contractor must inform the Department by phone and by email within five (5) calendar days of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

18. Exhibits Incorporated

18.1. The Contractor must use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

18.2. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

18.3. The Contractor must comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

19. Additional Terms

19.1. Impacts Resulting from Court Orders or Legislative Changes

19.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

19.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

19.2.1. The Contractor must submit, within 45 days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

19.3. Credits and Copyright Ownership

19.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the

services of the Agreement must include the following statement, "The preparation of this (report, document etc.) was financed under an 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."

19.3.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.

19.3.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:

19.3.3.1. Brochures.

19.3.3.2. Resource directories.

19.3.3.3. Protocols or guidelines.

19.3.3.4. Posters.

19.3.3.5. Reports.

19.3.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

19.4. Operation of Facilities: Compliance with Laws and Regulations

19.4.1. In the operation of any facilities for providing services, the Contractor must 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 must 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 must 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 Agreement the facilities must comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and must be in conformance with local building and zoning codes, by-laws and regulations.

20. Records

20.1. The Contractor must keep records that include, but are not limited to:

20.1.1. Books, records, documents and other electronic or physical 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.

20.1.2. All records must 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.

20.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

20.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 16.55% Federal Funds from Special Education Grants for Infants and Toddlers/Families as awarded on July 1, 2020, by the United States Department of Education, Office of Special Education and Rehabilitative Services.CFDA #84.181A. FAIN# H181A200127.
   1.2. 83.45% General funds.
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Funds must be used in accordance with the provisions of the specified CFDA numbers, above.
4. **Billing for Services Covered Under Medicaid**
   4.1. The parties acknowledge that the Contractor must bill certain Medicaid qualified services, described in this Agreement, through the Department-approved Medicaid billing process external to this Agreement, for Medicaid recipients served under this Agreement.
   4.2. Medicaid funding is separate and apart from the funding sources provided under this Agreement, as stated in Section 1, above, in this Exhibit C. As such, there can be no transfers between Medicaid funding and Contract funding without the appropriate Department approvals, according to Federal and State laws, rules, or regulations.
   4.3. During the transiton period towards full compliance with direct bill requirements, in order to ensure access to services, the Contractor with Department approval, may continue to bill for Medicaid qualified services for those organizations that may not be fully enrolled as a provider. The Contractor shall pass the claim amounts received for Medicaid qualified services, less a Department approved fee, to the provider. Supporting documentation of the pass through disbursement may be requested at the discretion of the Department.
5. **Payment Terms Respective to Area Agency Services**
   5.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibits C-1 SFY24, Regional FCESS Training Budget through Exhibit C-12 SFY25, General Funds Budget.
   5.2. Services under this section include:

5.2.1. Regional FCESS Training;

5.2.1.1. The Contractor agrees that Family Centered Early Supports and Services (FCESS) training funds are equitablely distributed across all programs to assure that FCESS Service Coordinators and Service Providers are current on best- and evidence-informed practices in accordance with Exhibit B, Scope of Services, Section 6, Family Centered Early Supports and Services.

5.2.1.2. The Contractor agrees utilization of funds will be verified as a part of annual FCESS program monitoring.

5.2.2. FCESS State Early Intervention and Federal Part C Funding;

5.2.2.1. The Contractor must ensure private insurance, local and state funds, are billed in accordance with He-M 500, Part 510.14, Utilization of Public and Private Insurance. Part C federal funds follow Medicaid in accordance with CFR §303.510 Payor of Last Resort.

5.2.2.2. The Contractor must ensure Part C federal funds are used only for direct services in accordance with CFR §303.510 and under the following conditions:

5.2.2.2.1. Services are determined necessary for a specific infant or toddler with a disability; and

5.2.2.2.2. Services are not covered by any other Federal, State, local, or private source.

5.2.2.3. The Contractor must identify other local funds to support the FCESS program and services provided to infants and toddlers, including, but not limited to:

5.2.2.3.1. Grant opportunities.

5.2.2.3.2. Fundraising opportunities and activities.

5.2.2.3.3. Donations.

5.2.2.4. In addition to the items outlined above, the Contractor's invoice shall be net any other revenue received towards the services billed in fulfillment of FCESS State Early Intervention and Federal Part C Funding aspect of this agreement.

5.2.3. Family Centered Early Supports and Services; and

5.2.3.1. The Contractor must ensure Family Centered Early Supports and Services (FCESS) Supplemental Services Funding (SSF) is distributed across all programs to

assure each local program has revenue to supplement increased cost of services identified in Exhibit B Scope of Services Section 6, Family Centered Early Supports and Services.

5.2.3.2. Utilization of funds will be verified as a part of annual FCESS program monitoring.

5.2.4. Family Support Council and Non-Medicaid Respite

5.2.4.1. The Contractor must ensure approved supports and services are provided to individuals and their families in accordance with Exhibit B Scope of Services, Section 7, Family Support Council and Non-Medicaid Respite.

5.2.4.2. Allowable uses of Family Support Council funds are limited to direct support to families, in accordance with He-M 519.04 and 519.06, which include the following:

5.2.4.2.1. Assistance related to crisis intervention/stabilization;

5.2.4.2.2. Family networking events held by the council;

5.2.4.2.3. Costs associated with families' attendance at Family Support Council meetings such as parent stipends and refreshments;

5.2.4.2.4. Respite care not covered by Medicaid;

5.2.4.2.5. Environmental modifications;

5.2.4.2.6. Inclusive social and recreational opportunities for the individual;

5.2.4.2.7. Families' participation in conferences and workshops as requested;

5.2.4.2.8. Financial assistance provided that is related to supporting a family to care of an individual member in the family home; and

5.2.4.2.9. Family Support Coordinator salary or a portion thereof.

5.3. Payment Methodology for Services that are paid for with State General Funds and not for Services outlined in Section 5.2, of this Exhibit C:

5.3.1. Services meeting this criteria include, but are not limited to:

5.3.1.1. Family Support Case Management Staff salaries and fringe benefits.

5.3.1.2. Travel costs associated with attending monthly Family Support Coordinators meetings with the Department

5.3.1.3. Training and conference attendance of family support staff.

5.3.1.4. Costs associated with networking and community building with other systems of family support.

5.3.1.5. Background checks for family support staff.

5.3.1.6. Costs associated with producing materials such as brochures, resource directories and posters that promote services.

5.3.1.7. Client services/expenses not covered by Medicaid, including, but not limited to:

5.3.1.7.1. Evaluations.

5.3.1.7.2. Emergency medications.

5.3.1.7.3. Asessments.

5.3.1.8. Other expenses agreed to by the Department via the pre-approval process outlined in Section 5.4.

5.4. The Contractor will be eligible to receive payments to address other costs in the fulfillment of this agreement at the Department's discretion. The Contractor must obtain pre-approval for the expenses via a form of submission satisfactory to the Department with applicable justifications.

5.5. The Department may withhold, in whole or in part, any contract payment for the ensuing contract period:

5.5.1. Until the Contractor submits programmatic and financial resports identified in Exhibit B to the Department's satisfaction. Summary of Revenues and Expenditures and Balance Sheet reports must be based on the accrual method of accounting and include the Contractor's total revenue and expenditures, whether or not generated by, or resulting from, State funding.

5.5.2. Until the Contractor submits, to the Department's satisfaction, a plan of action to correct material findings noted in a Department Financial Review, in Exhibit B, Section 17.

5.5.3. If routine Department monitoring, a Quality Assurance Survey, a Program Certification Review, or Department Financial Reviews find corrective actions for previous site surveys or financial reviews have not been implemented in accordance with the Contractor's Correction Action Plan(s) or to the Department's satisfaction.

5.6. The Contractor must submit to the Department, within the timelienes established by the Department, any and all reports required by the Department on State-funded on Medicaid-funded individuals, in accordance with Paragraph 9 of the General Provisions of this Agreement and in a manner and form acceptable to the Department. The Contractor must ensure reports include:

5.6.1. Program volume and outcome data;

5.6.2. Individual demographic data;

5.6.3. Individual funding data;

5.6.4. Individual clinical data;

5.6.5. Needs data;

5.6.6. Program plan data; and

5.6.7. Individual activity data.

5.7. The Contractor must submit budgets for approval, in a form satisfactory to the Department, no later than 30 days from the contract Effective Date, which shall be retained by the Department. The Contractor must submit budgets as follows:

5.7.1. One (1) budget that specifies expenses for the period from July 1, 2023 through June 30, 2024, as follows:

5.7.1.1. Exhibit C-1, SFY24 FCESS Training Budget;

5.7.1.2. Exhibit C-2, SFY24 FCESS EI Programming Budget;

5.7.1.3. Exhibit C-3, SFY24 Part C Funding Budget;

5.7.1.4. Exhibit C-4, SFY24 FCESS Supplemental Services Budget;

5.7.1.5. Exhibit C-5, SFY24 Family Support Council and Non-Medicaid Respite Budget; and

5.7.1.6. Exhibit C-6, SFY24 General Funds Budget.

5.8. The Contractor must submit budgets for approval, in a form satisfactory to the Department, no later than 30 days from the contract Effective Date, which shall be retained by the Department. The Contractor must submit budgets as follows:

5.8.1. One (1) budget that specifies expenses for the period from July 1, 2024 through June 30, 2025, as follows:

5.8.1.1. Exhibit C-7, SFY25 FCESS Training Budget;

5.8.1.2. Exhibit C-8, SFY25 FCESS EI Programming Budget;

5.8.1.3. Exhibit C-9, SFY25 Part C Funding Budget;

5.8.1.4. Exhibit C-10, SFY25 FCESS Supplemental Services Budget;

5.8.1.5. Exhibit C-11, SFY25 Family Support Council and Non-Medicaid Respite Budget; and

5.8.1.6. Exhibit C-12, SFY25 General Funds Budget.

5.9. The Department shall not make payments to the Contractor without an approved, associated budget, as detailed in Sections 5.7 and 5.8 above.

5.10. The Contractor must submit an invoice for the services identified in Section 5.2, with supporting documentation to the Department no later than the 15th working day of the month following the month in which the services were provided. The Contractor must ensure each invoice:

5.10.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

5.10.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

5.10.3. Identifies and requests payment for allowable costs incurred in the previous month.

5.10.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

5.10.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

5.10.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to DHHS.BDSINVOICES@dhhs.nh.gov or mailed to:

BDS Financial Manager
Department of Health and Human Services
105 Pleasant Street
Concord, NH 03301

5.11. The Department shall make payments to the Contractor within 30 days of approval of the submitted invoice and if sufficient funds are available.

5.12. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than 40 days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

6. Contingency Shared Funds Pool

6.1. The statewide total price limitation among all 10 Area Agency Agreements to assist AA's during the BDS transition period is $750,000 in SFY 24 and $250,000 in SFY 25. No maximum or minimum funding amount per Contractor is guaranteed and funding will be disbursed on a first-come/first-served basis considering Department approvals.

6.2. The Contractor may request approval for reimbursement from the Department, in a format satisfactory to the Department. The Contractor must ensure the request includes justifications of:

6.2.1. Client/Family specific needs, not covered by other source(s) and not contemplated as part of the transition to direct bill; or

6.2.2. Agency-operational issues related to the organizational change due to the direct bill transition.

6.2.3. Depending on the request, the Department may require a business plan, at its sole discretion.

6.3. The Contractor must submit an invoice, upon Department approval of the reimbursement request, with supporting documentation to the Department as outlined in Section 5.8 above.

7. Medicaid Administrative Rates for Designated Area Agency Delivery System (DAADS) Functions and Intake & Eligiblity:

7.1. The Contractor must complete the tasks, described in Exhibit B, and as governed by He-M 505, required to get reimbursed for the DAADS; and Intake & Eligiblity through the Department approved system.

7.2. The Contractor must be in compliance with items identified with an asterisk in Exhibit B, Section 2, Scope of Work, Subsection 2.11, Table 1 – DAADS Functions, no later than January 1, 2024 or at a later date, as agreed upon by the Department.

7.3. Designated Area Agency Delivery System (DAADS):

7.3.1. The Contractor must provide all functions as listed in Exhibit B, Section 2.11, Table 1, DAADS Functions, for individuals who are BDS 1915 (c) Waiver (Waiver) eligibile and receiving a monthly Waiver service, as outlined in each of the BDS 1915 (c) Approved Waivers.

7.3.2. The Contractor must provide documentation to the Department, as requested, to support the provision of DAADS functions.

7.3.3. The Contractor will receive one (1) DAADS payment per Waiver individual receiving a waiver service in a calendar month.

7.3.4. The Contractor will not receive a DAADS payment if a Waiver individual's Medicaid is down in a calendar month.

7.3.5. The Contractor will not receive a DAADS payment if an individual does not receive a Waiver service in a calendar month.

7.4. Intake & Eligibility:

7.4.1. The Contractor must provide all functions as listed in Exhibit B, Section 2.11, Table 1, DAADS Functions, related to intake and eligibility, for individuals accessing Area Agency (AA)'s for services, and have been found RSA 171-A or He-M 522 Eligible or Conditionally Eligible to receive AA Services.

7.4.2. The Contractor must submit, to the Department, a list of individuals who have been found RSA 171-A or He-M 522 eligible or conditionally eligibe to receive AA services.

7.4.3. The Contractor will receive one (1) Eligibility Medicaid payment per individual's lifetime.

7.4.4. The Contractor agrees billings shall occur on at least a monthly basis and shall follow a process determined by the Department.

8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncopmliance with any Federal or State law, rule, or regulation applicable to the service provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.

9. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

10. Audits

10.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

10.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

10.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

10.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

10.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

10.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

10.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

10.4. In addition to, and not in any way in limitation of obligations of the Agreement, 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 Agreement to which exception has been taken, or which have been disallowed because of such an exception.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

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

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

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

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

Vendor Name: Area Agency of Greater Nashua, Inc.

DocuSigned by:
Sandy Pelletier
4AFDE5022F0C478...

5/31/2023
Date

Name: Sandy Pelletier
Title: President/CEO

DS
SP
Vendor Initials

5/31/2023
Date

New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

The Vendor 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.

Vendor Name: Area Agency of Greater Nashua, Inc.

5/31/2023
Date

DocuSigned by:
Sandy Pelletier
4AFBE5952E0C478
Name: Sandy Pelletier
Title: President/CEO

DS
SP
Vendor Initials

5/31/2023
Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

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

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

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

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

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

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

Contractor Initials DS SP
Date 5/31/2023

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: Area Agency of Greater Nashua, Inc.

DocuSigned by:
Sandy Pelletier
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5/31/2023
Date

Name: Sandy Pelletier
Title: President/CEO

DS
SP

Contractor Initials

5/31/2023
Date

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.

DS

Contractor Initials SP

Date 5/31/2023

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: Area Agency of Greater Nashua, Inc.

5/31/2023
Date

DocuSigned by:
Sandy Pelletier
Name: Sandy Pelletier
Title: President/CEO

New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Area Agency of Greater Nashua, Inc.

5/31/2023
Date

DocuSigned by:
Sandy Pelletier
4AFBE1902E0C4T0
Name: Sandy Pelletier
Title: President/CEO

DS
SP
Contractor Initials
5/31/2023
Date

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 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, TitleXIII, 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.

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

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- 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 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard 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

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.

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.

Department of Health and Human Services	Area Agency of Greater Nashua, Inc.
The State	Name of the Contractor
DocuSigned by: Melissa Hardy 1323A24049BF495...	DocuSigned by: Sandy Pelletier 4AFBE3802EC0C478...
Signature of Authorized Representative	Signature of Authorized Representative
Melissa Hardy	Sandy Pelletier
Name of Authorized Representative	Name of Authorized Representative
Director, DLTSS	President/CEO
Title of Authorized Representative	Title of Authorized Representative
6/1/2023	5/31/2023
Date	Date

New Hampshire Department of Health and Human Services
Exhibit J

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (UEI #)
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: Area Agency of Greater Nashua, Inc.

DocuSigned by:
Sandy Pelletier

5/31/2023
Date

Name: Sandy Pelletier
Title: President/CEO

DS
Contractor Initials SP
Date 5/31/2023

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 UEI (SAM.gov) number for your entity is: 155784

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?

   X 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: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

Contractor Initials DS SP

Date 5/31/2023

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all non-public information owned, managed, created, received for or on behalf of, the Department that is protected by information security, privacy or confidentiality rules, Agreement and state and federal laws or policy. This information may include but is not limited to, derivative data, Protected Health Information (PHI), Personally Identifiable Information (PII), Substance Use Disorder Information (SUD), Federal Tax Information, Social Security Administration, and CJIS (Criminal Justice Information Services) data, including the copy of information submitted known as the Phoenix Data. Confidential Information or Confidential Data shall not include medical records produced and maintained by the contractor in the course of their practice or information owned by the patient/client. Contractor shall be solely responsible for the administration and secure maintenance of such medical and other records produced and maintained by the contractor."End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives Confidential Data in accordance with the terms of this Contract.

4. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

5. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

6. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or Confidential Data.

7. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

8. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

9. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

10. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

11. "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.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. Omitted.
4. The Contractor agrees that Confidential Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees Confidential Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the Confidential Data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure, secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting Confidential Data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If

End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).

11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the Confidential Data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the Confidential Data, unless, otherwise required by law or permitted under this Contract. If it is infeasible to return or destroy the Confidential Data, protections pursuant to this Information Security Requirements Exhibit survive this contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process Confidential Data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact Confidential Data State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Confidential Data
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location.
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.
6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such Confidential Data upon request or contract termination; and will obtain written certification for any Confidential Data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing Confidential Data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the Confidential Data destruction, and will provide written certification to DHHS upon request. The written certification will include all details necessary to demonstrate Confidential Data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the Confidential Data received under this Contract, as follows:

1. The Contractor will maintain proper security controls to protect Confidential Data collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Confidential Data throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the Confidential Data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Confidential Data where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact Confidential Data, State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Confidential Data.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with DHHS to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any DHHS system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If DHHS determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with DHHS and is responsible for maintaining compliance with the agreement.

9. Omitted.

10. The Contractor will not store, knowingly or unknowingly, any Confidential Data or State of New Hampshire data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within DHHS.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent

unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any Confidential Data or State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such Confidential Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

    e. limit disclosure of the Confidential Information to the extent permitted by law.

    f. Confidential Information received under this Contract and individually identifiable Confidential Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

    g. only authorized End Users may transmit the Confidential Data, and in all cases, such Confidential Data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

    h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

    i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure.

This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

A. The Contractor must notify NH DHHS Information Security via the email address provided in this Exhibit, of any known or suspected Incidents or Breaches immediately after the Contractor has determined that the aforementioned has occurred and that Confidential Data may have been exposed or compromised.

1. Parties acknowledge and agree that unless notice to the contrary is provided by DHHS in its sole discretion to Contractor, this Section V.A.1 constitutes notice by Contractor to DHHS of the ongoing existence and occurrence or attempts of Unsuccessful Security Incidents for which no additional notice to DHHS shall be required. "Unsuccessful Security Incidents" means, without limitation, pings and other broadcast attacks on Contractor's firewalls, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Confidential Data.

B. Per the terms of this Exhibit the Contractor's and End User's security incident and breach response procedures must address how the Contractor will:

1. Identify incidents;

2. Determine if Confidential Data is involved in incidents;

3. Report suspected or confirmed incidents to DHHS as required in this Exhibit. DHHS will provide the Contractor with a NH DHHS Business Associate Incident Risk Assessment Report for completion.

4. Within 24 hours of initial notification to DHHS, email a completed NH DHHS Business Associate Incident Risk Assessment Preliminary Report to the DHHS' Information Security Office at the email address provided herein;

5. Identify and convene a core response group to determine the risk level of incidents and determine risk-based responses to incidents and mitigation measures, prepare to include DHHS in the incident response calls throughout the incident response investigation;

6. Identify incident/breach notification method and timing;

7. Within one business week of the conclusion of the Incident/Breach response investigation a final written Incident Response Report and Mitigation Plan is submitted to DHHS Information Security Office at the email address provided herein;

8. Address and report incidents and/or Breaches that implicate personal information (PI) to DHHS in accordance with NH RSA 359-C:20 and this Agreement;

9. Address and report incidents and/or Breaches per the HIPAA Breach Notification Rule, and the Federal Trade Commission's Health Breach Notification Rule 16 CFR Part 318 and this Agreement.

10. Comply with all applicable state and federal suspected or known Confidential Data loss obligations and procedures.

C. All legal notifications required as a result of a breach of Confidential Data, or potential breach, collected pursuant to this Contract shall be coordinated with the State if caused by the Contractor. The Contractor shall ensure that any subcontractors used by the Contractor shall similarly notify the State of a Breach, or potential Breach immediately upon discovery, shall make a full disclosure, including providing the State with all available information, and shall cooperate fully with the State, as defined above.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

DocuSign Envelope ID: 34EA818A-82F8-4562-96F2-1F8E99AE333E

State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that AREA AGENCY OF GREATER NASHUA, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on December 12, 1983. 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: **74294**

Certificate Number: **0006235238**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 22nd day of May A.D. 2023.

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Mark Thornton, Board President, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Area Agency of Greater Nashua d.b.a Gateways Community Services.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on February 22, 2023, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Sandra B. Pelletier, CEO of Gateways Community Services (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Area Agency of Greater Nashua d.b.a. Gateways Community Services to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority was **valid thirty (30) days prior to and remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 05/31/2023

Mark M. Thornton
Signature of Elected Officer
Name: Mark Thornton
Title: Board President

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/01/2023

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 have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Insurance Services LLC
3 Executive Park Drive, Suite 300
Bedford, NH 03110
855 874-0123

CONTACT NAME: Nicole Rhuda
PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No):
E-MAIL ADDRESS: nicole.rhuda@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Insurance Co.	18058
INSURER B : Granite State Healthcare & Human Svc WC	NONAIC
INSURER C : Midwest Employers Casualty Company	23612
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Area Agency of Greater Nashua, Inc. dba
Gateways Community Services
144 Canal Street 1st Floor
Nashua, NH 03064

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			PHPK2434523	07/01/2022	07/01/2023	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$3,000,000
	[X] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			PHPK2434523	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS ONLY / [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR			PHUB822125	07/01/2022	07/01/2023	EACH OCCURRENCE	$3,000,000
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$3,000,000
	DED [X] RETENTION $10000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			HCHS20230000543	01/01/2023	01/01/2024	[X] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		3A State: NH			E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Professional Liability			PHPK2434523	07/01/2022	07/01/2023	$1,000,000 Ea. Incident $3,000,000 Aggregate	

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

**** Workers Comp Information ****

C PEMA750039 Eff Date: 01/01/2023 Exp Date: 01/01/2024
Each Accident Limit: $500,000 / Policy Limit: $500,000 / Each Employee Limit: $500,000

CERTIFICATE HOLDER

State of New Hampshie
Dept. of Health & Human Services
129 Pleasant St.
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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GATEWAYS
COMMUNITY SERVICES

Caring for our Community.
All Day, Everyday, For a Lifetime.

OUR MISSION

Gateways Community Services believes that all people are of great value. We provide innovative, high-quality, long-term services to support individuals throughout their lifetime so they can lead meaningful lives.

144 Canal Street, Nashua NH 03064
Tel (603) 882-6333 Fax (603) 889-5460
www.gatewayscs.org

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BerryDunn

GATEWAYS
COMMUNITY SERVICES

CONSOLIDATED FINANCIAL STATEMENTS

and

SUPPLEMENTARY INFORMATION

with

FEDERAL REPORTS IN ACCORDANCE WITH THE UNIFORM GUIDANCE

June 30, 2022 and 2021

With Independent Auditor's Reports

DocuSign Envelope ID: 34EA818A-82F8-4562-96F2-1F8E99AE333E

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INDEPENDENT AUDITOR'S REPORT

Board of Directors
Area Agency of Greater Nashua, Inc. d/b/a Gateways Community Services
and Area Agency Properties, Inc.

Report on the Audit of the Consolidated Financial Statements

Opinion

We have audited the accompanying consolidated financial statements of Area Agency of Greater Nashua, Inc. d/b/a Gateways Community Services and Area Agency Properties, Inc. (the Organization), which comprise the consolidated statements of financial position as of June 30, 2022 and 2021, and the related consolidated statements of activities, functional revenue and support, functional expenses, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of June 30, 2022 and 2021, and the changes in their net assets and their cash flows for the years then ended in accordance with U.S. generally accepted accounting principles.

Basis for Opinion

We conducted our audit in accordance with U.S. generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of the Organization and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Consolidated Financial Statements

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

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern within one year after the date that the consolidated financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

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In performing an audit in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit 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 Organization's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying Schedule of Expenditures of Federal Awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the information is fairly stated, in all material respects, in relation to the consolidated financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated November 8, 2022 on our consideration of the Organization'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 solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's 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 the Organization's internal control over financial reporting and compliance.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
November 8, 2022

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AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES AND AREA AGENCY PROPERTIES, INC.

Consolidated Statements of Financial Position

June 30, 2022 and 2021

	2022	2021
ASSETS		
Current assets		
Cash	$ 8,738,934	$ 7,201,333
Client accounts	485,034	639,880
Accounts receivable, net	4,736,783	4,896,941
Veterans accounts receivable, net	1,824,588	1,785,787
Prepaid expenses and other	99,606	174,514
Total current assets	15,884,945	14,698,455
Property and equipment, net	2,320,937	2,164,947
Deposits	105,600	72,917
Investments - deferred compensation	1,080,404	1,256,918
Beneficial interest in an agency fund	48,019	51,991
Total assets	$ 19,439,905	$ 18,245,228
LIABILITIES AND NET ASSETS		
Current liabilities		
Current portion of long-term debt	$ 63,004	$ 78,466
Current portion of accrued retention bonus	360,000	-
Accounts payable	3,936,045	2,313,983
Accrued expenses and other	1,176,572	1,662,076
Paycheck Protection Program (PPP) funding	-	2,554,730
Deferred revenue	1,444,453	1,680,409
Client accounts	485,034	639,880
Total current liabilities	7,465,108	8,929,544
Deferred compensation	1,080,404	1,256,918
Accrued retention bonus, net of current portion	1,440,000	-
Long-term debt, net of current portion	9,308	72,312
Total liabilities	9,994,820	10,258,774
Net assets		
Without donor restrictions	9,212,775	7,658,545
With donor restrictions	232,310	327,909
Total net assets	9,445,085	7,986,454
Total liabilities and net assets	$ 19,439,905	$ 18,245,228

The accompanying notes are an integral part of these consolidated financial statements.

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AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES AND AREA AGENCY PROPERTIES, INC.

Consolidated Statement of Activities

For the Year Ended June 30, 2022
(With Comparative Totals for the Year Ended June 30, 2021)

	Without Donor Restrictions	With Donor Restrictions	2022 Total	2021 Total
Revenue and support				
Medicaid	$ 52,514,246	$ -	$ 52,514,246	$ 50,009,693
New Hampshire Bureau of Developmental Services	1,405,307	-	1,405,307	1,346,333
Veterans individual program service	2,434,165	-	2,434,165	2,464,442
American Rescue Plan Act (ARPA) funding	2,350,511	-	2,350,511	-
Long-term care stabilization funds	-	-	-	1,535,250
Coronavirus disease (COVID-19) funding	-	-	-	449,968
Forgiveness of PPP funding	2,554,730	-	2,554,730	-
Provider Relief Funds (PRF)	586,466	-	586,466	897,731
Contributions and grants	1,052,325	14,326	1,066,651	1,129,556
Client fees	202,109	-	202,109	205,555
Adult day service program	82,645	-	82,645	240
Rental income	83,096	-	83,096	89,146
Other revenues	1,072,102	-	1,072,102	445,019
The PLUS Company, Inc. services	122,004	-	122,004	122,004
United Way	12,013	-	12,013	11,000
Third party insurance	1,043,644	-	1,043,644	964,875
Production sales and service	35,068	-	35,068	57,689
Net assets released from restrictions	109,925	(109,925)	-	-
Total revenue and support	65,660,356	(95,599)	65,564,757	59,728,501
Operating expenses				
Program services				
Adult services	50,277,326	-	50,277,326	46,213,018
Children services	4,793,266	-	4,793,266	3,808,463
Elder services	5,097,377	-	5,097,377	4,631,202
Total program services	60,167,969	-	60,167,969	54,652,683
Supporting services				
General management	3,845,985	-	3,845,985	3,224,212
Fundraising	92,172	-	92,172	139,218
Total supporting services	3,938,157	-	3,938,157	3,363,430
Total operating expenses	64,106,126	-	64,106,126	58,016,113
Change in net assets	1,554,230	(95,599)	1,458,631	1,712,388
Net assets, beginning of year	7,658,545	327,909	7,986,454	6,274,066
Net assets, end of year	$ 9,212,775	$ 232,310	$ 9,445,085	$ 7,986,454

The accompanying notes are an integral part of these consolidated financial statements.

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AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES AND AREA AGENCY PROPERTIES, INC.

Consolidated Statement of Activities

For the Year Ended June 30, 2021

	Without Donor Restrictions	With Donor Restrictions	Total
Revenue and support			
Medicaid	$ 50,009,693	$ -	$ 50,009,693
New Hampshire Bureau of Developmental Service	1,346,333	-	1,346,333
Veterans individual service program	2,464,442	-	2,464,442
Long-term care stabilization funds	1,535,250	-	1,535,250
COVID-19 funding	449,968	-	449,968
Provider Relief Funds (PRF)	897,731	-	897,731
Contributions and grants	1,083,901	45,655	1,129,556
Client fees	205,555	-	205,555
Adult day service program	240	-	240
Rental income	89,146	-	89,146
Other revenues	445,019	-	445,019
The PLUS Company, Inc. services	122,004	-	122,004
United Way	11,000	-	11,000
Third party insurance	964,875	-	964,875
Production sales and service	57,689	-	57,689
Net assets released from restrictions	181,933	(181,933)	-
Total revenue and support	59,864,779	(136,278)	59,728,501
Operating expenses			
Program services			
Adult services	46,213,018	-	46,213,018
Children services	3,808,463	-	3,808,463
Elder services	4,631,202	-	4,631,202
Total program services	54,652,683	-	54,652,683
Supporting services			
General management	3,224,212	-	3,224,212
Fundraising	139,218	-	139,218
Total supporting services	3,363,430	-	3,363,430
Total operating expenses	58,016,113	-	58,016,113
Change in net assets	1,848,666	(136,278)	1,712,388
Net assets, beginning of year	5,809,879	464,187	6,274,066
Net assets, end of year	$ 7,658,545	$ 327,909	$ 7,986,454

The accompanying notes are an integral part of these consolidated financial statements.

AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES AND AREA AGENCY PROPERTIES, INC.

Consolidated Statement of Functional Revenue and Support

For the Year Ended June 30, 2022

	General Management	Fundraising	Adult Services	Children Services	Elder Services	Total Area Agency	Area Agency Properties	Eliminations	Total
Medicaid	$ -	$ -	$ 48,764,134	$ 2,252,002	$ 1,498,110	$ 52,514,246	$ -	$ -	$ 52,514,246
New Hampshire Bureau of Developmental Services	-	-	571,282	834,025	-	1,405,307	-	-	1,405,307
Veterans individual service program	-	-	-	-	2,434,165	2,434,165	-	-	2,434,165
ARPA funding	-	-	2,185,976	94,020	70,515	2,350,511	-	-	2,350,511
Forgiveness of PPP funding	2,554,730	-	-	-	-	2,554,730	-	-	2,554,730
PRF	-	-	586,466	-	-	586,466	-	-	586,466
Contributions and grants	-	121,430	87,721	68,801	788,699	1,066,651	30,000	(30,000)	1,066,651
Client fees	-	-	182,774	-	-	182,774	19,335	-	202,109
Adult day service program	-	-	-	-	82,645	82,645	-	-	82,645
Rental income	-	-	83,096	-	-	83,096	421,788	(421,788)	83,096
Other revenues	-	(3,972)	250,253	728,065	97,754	1,072,100	2	-	1,072,102
The PLUS Company, Inc. service	120,278	13	1,296	308	109	122,004	-	-	122,004
United Way	-	-	1,805	-	10,208	12,013	-	-	12,013
Third party insurance	-	-	-	1,043,644	-	1,043,644	-	-	1,043,644
Production sales and service	30,210	-	(21,395)	16,714	9,539	35,068	-	-	35,068
Management fees	-	-	77,538	-	-	77,538	-	(77,538)	-
Total revenue and support	$ 2,705,218	$ 117,471	$ 52,770,946	$ 5,037,579	$ 4,991,744	$ 65,622,958	$ 471,125	$ (529,326)	$ 65,564,757

The accompanying notes are an integral part of these consolidated financial statements.

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AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES AND AREA AGENCY PROPERTIES, INC.

Consolidated Statement of Functional Revenue and Support

For the Year Ended June 30, 2021

	General Management	Fundraising	Adult Services	Children Services	Elder Services	Total Area Agency	Area Agency Properties	Eliminations	Total
Medicaid	$ -	$ -	$ 46,569,520	$ 2,330,689	$ 1,109,484	$ 50,009,693	$ -	$ -	$ 50,009,693
New Hampshire Bureau of Developmental Services	-	-	548,993	797,340	-	1,346,333	-	-	1,346,333
Veterans individual service program	-	-	-	-	2,464,442	2,464,442	-	-	2,464,442
Long-term care stabilization funds	-	-	1,488,150	25,200	21,900	1,535,250	-	-	1,535,250
COVID-19 funding	-	-	-	-	449,968	449,968	-	-	449,968
PRF	-	-	897,731	-	-	897,731	-	-	897,731
Contributions and grants	-	222,128	88,115	59,466	759,847	1,129,556	22,500	(22,500)	1,129,556
Client fees	-	-	186,016	-	-	186,016	19,539	-	205,555
Adult day service program	-	-	-	-	240	240	-	-	240
Rental income	-	-	89,146	-	-	89,146	481,788	(481,788)	89,146
Other revenues	-	-	206,037	165,190	73,775	445,002	17	-	445,019
The PLUS Company, Inc. services	111,156	9,144	1,285	325	94	122,004	-	-	122,004
United Way	-	-	1,400	-	9,600	11,000	-	-	11,000
Third party insurance	-	-	-	964,875	-	964,875	-	-	964,875
Production sales and service	30,210	-	3,615	13,378	10,486	57,689	-	-	57,689
Management fees	-	-	77,538	-	-	77,538	-	(77,538)	-
Total revenue and support	$ 141,366	$ 231,272	$ 50,157,546	$ 4,356,463	$ 4,899,836	$ 59,786,483	$ 523,844	$ (581,826)	$ 59,728,501

The accompanying notes are an integral part of these consolidated financial statements.

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AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES AND AREA AGENCY PROPERTIES, INC.

Consolidated Statement of Functional Expenses

For the Year Ended June 30, 2022

	General Management	Fundraising	Adult Services	Children Services	Elder Services	Total Area Agency	Area Agency Properties	Eliminations	Total
Payroll and related expenses									
Salaries and wages	$ 2,012,475	$ 1,056	$ 4,257,148	$ 2,219,656	$ 2,847,679	$ 11,338,014	$ -	$ -	$ 11,338,014
Employee benefits	588,665	21,084	921,385	534,010	289,837	2,354,981	-	-	2,354,981
Payroll taxes	156,826	6,887	339,701	188,631	225,187	917,232	-	-	917,232
Staff retention program	319,496	168	675,856	352,388	452,092	1,800,000	-	-	1,800,000
Total payroll and related expenses	3,077,462	29,195	6,194,090	3,294,685	3,814,795	16,410,227	-	-	16,410,227
Other expenses									
Client treatment services	327	6	4,749,793	573,174	932,843	6,256,143	-	-	6,256,143
Professional fees	429,139	12,480	838,061	35,343	95,191	1,410,214	7,236	-	1,417,450
Staff development and training	71,889	67	4,381	1,847	-	78,184	-	-	78,184
Rent and mortgage interest	78,122	1,068	368,819	26,255	9,304	483,568	2,916	(421,788)	64,696
Other occupancy costs	-	-	-	-	-	-	34,996	-	34,996
Utilities	,5,745	259	26,757	6,356	2,252	41,369	10,047	-	51,416
Repairs and maintenance	10,396	468	114,110	11,614	10,581	147,169	264,267	(107,538)	303,898
Office, building and household	39,758	291	94,245	18,444	16,164	168,902	-	-	168,902
Equipment rental	9,246	348	36,014	8,555	3,986	58,149	-	-	58,149
Advertising	6,350	1,924	16,324	6,196	13,639	44,433	-	-	44,433
Communications	9,118	229	29,738	10,340	10,673	60,098	-	-	60,098
Transportation	4,738	96	112,140	25,684	21,445	164,103	-	-	164,103
Insurance	11,197	504	52,148	12,387	4,843	81,079	19,207	-	100,286
Other	93,609	45,252	228,634	80,160	163,709	611,364	823	-	612,187
Subcontractor	-	-	37,431,454	683,722	-	38,115,176	-	-	38,115,176
Total other expenses	769,634	62,992	44,102,618	1,500,077	1,284,630	47,719,951	339,492	(529,326)	47,530,117
Total operating expenses before depreciation, Area Agency Properties, and elimination allocations	3,847,096	92,187	50,296,708	4,794,762	5,099,425	64,130,178	339,492	(529,326)	63,940,344
Depreciation allocation	582	26	3,072	644	228	4,552	161,230	-	165,782
Area Agency Properties allocation	29,635	721	393,045	37,472	39,849	500,722	(500,722)	-	-
Elimination allocation	(31,328)	(762)	(415,499)	(39,612)	(42,125)	(529,326)	-	529,326	-
Total operating expenses	$ 3,845,985	$ 92,172	$ 50,277,326	$ 4,793,266	$ 5,097,377	$ 64,106,126	$ -	$ -	$ 64,106,126

The accompanying notes are an integral part of these consolidated financial statements.

AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES AND AREA AGENCY PROPERTIES, INC.

Consolidated Statement of Functional Expenses

For the Year Ended June 30, 2021

	General Management	Fundraising	Adult Services	Children Services	Elder Services	Total Area Agency	Area Agency Properties	Eliminations	Total
Payroll and related expenses									
Salaries and wages	$ 1,797,251	$ 68,404	$ 3,675,750	$ 2,214,813	$ 2,538,051	$ 10,294,269	$ -	$ -	$ 10,294,269
Long-term care stabilization funds	-	-	60,200	25,200	21,900	107,300	-	-	107,300
Employee benefits	581,477	19,340	861,591	558,368	239,772	2,260,548	-	-	2,260,548
Payroll taxes	117,619	4,916	269,874	160,769	191,102	744,280	-	-	744,280
Total payroll and related expenses	2,496,347	92,660	4,867,415	2,959,150	2,990,825	13,406,397	-	-	13,406,397
Other expenses									
Client treatment services	1,705	-	4,587,534	572,666	1,002,997	6,164,902	-	-	6,164,902
Long-term care stabilization funds paid to subcontractors	-	-	1,427,950	-	-	1,427,950	-	-	1,427,950
Professional fees	405,195	364	624,586	42,993	428,820	1,501,958	7,236	-	1,509,194
Staff development and training	80,354	57	7,386	1,300	135	89,232	-	-	89,232
Rent and mortgage interest	90,187	1,165	372,380	41,110	8,348	513,190	5,496	(481,788)	36,898
Other occupancy costs	-	-	-	-	-	-	31,780	-	31,780
Utilities	4,706	216	21,119	6,269	1,545	33,855	5,081	-	38,936
Repairs and maintenance	14,303	651	176,532	17,500	4,812	213,798	297,726	(100,038)	411,486
Office; building and household	71,387	14,044	27,568	15,521	12,811	141,331	-	-	141,331
Equipment rental	9,099	360	35,252	8,927	3,696	57,334	-	-	57,334
Advertising	2,832	1,424	5,735	2,363	117	12,471	-	-	12,471
Communications	10,433	210	24,893	10,621	8,413	54,570	-	-	54,570
Transportation	1,877	-	89,874	7,999	5,554	105,304	-	-	105,304
Insurance	10,206	468	45,804	12,080	3,760	72,318	17,342	-	89,660
Other	28,826	27,765	202,547	89,280	165,057	513,475	4,550	-	518,025
Subcontractor	-	-	33,747,964	25,537	-	33,773,501	-	-	33,773,501
Total other expenses	731,110	46,724	41,397,124	854,166	1,646,065	44,675,189	369,211	(581,826)	44,462,574
Total operating expenses before depreciation, Area Agency Properties, and elimination allocations	3,227,457	139,384	46,264,539	3,813,316	4,636,890	58,081,586	369,211	(581,826)	57,868,971
Depreciation allocation	877	40	4,223	997	288	6,425	140,717	-	147,142
Area Agency Properties allocation	29,229	1,458	395,361	41,492	42,388	509,928	(509,928)	-	-
Elimination allocation	(33,351)	(1,664)	(451,105)	(47,342)	(48,364)	(581,826)	-	581,826	-
Total operating expenses	$ 3,224,212	$ 139,218	$ 46,213,018	$ 3,808,463	$ 4,631,202	$ 58,016,113	$ -	$ -	$ 58,016,113

The accompanying notes are an integral part of these consolidated financial statements.

AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES AND AREA AGENCY PROPERTIES, INC.

Consolidated Statements of Cash Flows

For the Years Ended June 30, 2022 and 2021

	2022	2021
Cash flows from operating activities		
Cash received from revenue and support	$ 65,464,214	$ 60,113,265
Cash paid to suppliers and employees	(63,500,365)	(58,782,104)
Interest received	9,918	1,440
Interest paid	(2,916)	(5,496)
Net cash provided by operating activities	1,970,851	1,327,105
Cash flows from investing activities		
Change in deposits	(32,683)	-
Acquisition of property and equipment	(322,101)	(224,100)
Net cash used by investing activities	(354,784)	(224,100)
Cash flows from financing activities		
Payments on long-term debt	(78,466)	(97,426)
Net increase in cash	1,537,601	1,005,579
Cash, beginning of year	7,201,333	6,195,754
Cash, end of year	$ 8,738,934	$ 7,201,333
Reconciliation of change in net assets to net cash provided by operating activities		
Change in net assets	$ 1,458,631	$ 1,712,388
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Forgiveness of PPP funding	(2,554,730)	-
Depreciation	165,782	147,142
Loss on disposal of property and equipment	329	2,966
Change in beneficial interest in an agency fund	3,972	(13,195)
Change in assets and liabilities		
Accounts receivable	121,357	(80,314)
Prepaid expenses and other	74,908	(54,985)
Accrued retention bonus	1,800,000	-
Accounts payable	1,622,062	(1,139,813)
Accrued expenses and other	(485,504)	295,703
Deferred revenue	(235,956)	457,213
Net cash provided by operating activities	$ 1,970,851	$ 1,327,105

The accompanying notes are an integral part of these consolidated financial statements.

AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES AND AREA AGENCY PROPERTIES, INC.

Notes to the Consolidated Financial Statements

June 30, 2022 and 2021

Nature of Activities

Area Agency of Greater Nashua, Inc. d/b/a Gateways Community Services (Gateways) provides a comprehensive residential and service delivery system for elders and people with developmental disabilities in southern New Hampshire. Its primary funding sources are federal and state governmental programs.

Area Agency Properties, Inc. (Properties) owns various homes and commercial office spaces that are used as residences for clients and for general operations.

1. Summary of Significant Accounting Policies

Principles of Consolidation

U.S. generally accepted accounting principles (U.S. GAAP) requires consolidation of related organizations when common control and economic dependency exists. At June 30, 2022 and 2021, common control existed for Properties through common board members. The consolidated financial statements include the accounts of Gateways and Properties (collectively, the Organization) as required by U.S. GAAP. All material intercompany accounts and transactions have been eliminated in consolidation.

Basis of Presentation

Net assets and revenues, expenses, gains and losses are classified as follows based on the existence or absence of donor-imposed restrictions:

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and the Board of Directors.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions are to be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity. At June 30, 2022 and 2021, net assets with donor restrictions consisted of restricted contributions temporary in nature.

All contributions are considered to be contributions without donor restrictions unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for specific purposes are reported as increases in net assets with donor restrictions. When a donor restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statement of activities as net assets released from restrictions. Contributions with donor restrictions whose restrictions are met in the same year as received are reflected as net assets without donor restrictions in the accompanying financial statements.

The Organization reports contributions of land, buildings or equipment as support without donor restrictions, unless explicit donor stipulations specify how the donated assets must be used. Contributions of long-lived assets with explicit restrictions that specify how the assets are to be used and contributions of cash or other assets that must be used to acquire long-lived assets are reported as support with donor restrictions. Absent explicit donor stipulations about how those long-lived assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired assets are placed in service.

Estimates

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

Income Taxes

Gateways and Properties are tax-exempt organizations as described in Section 501(c)(3) and Section 501(c)(2), respectively, of the U.S. Internal Revenue Code (the Code) and are exempt from federal and state income taxes on related income pursuant to Section 501(a) of the Code. Accordingly, no provision for income taxes has been reflected in these consolidated financial statements.

Cash

The Organization maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. It has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk with respect to these accounts.

Accounts Receivable

Accounts receivable are stated at the amount that management expects to collect from outstanding balances. The Organization uses a reserve method to account for uncollectible accounts calculated based upon specific identification by management. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the reserve and a credit to accounts receivable.

Accounts receivable and Veterans accounts receivable, net, amounted to $6,561,371, $6,682,728 and $6,603,073 as of June 30, 2022, 2021 and 2020, respectively.

Property and Equipment

Property and equipment are recorded at cost or, if donated, at their estimated value at date of receipt. Depreciation is calculated using the straight-line method over the estimated useful lives of the related assets as follows:

Description	Estimated Lives
Buildings and building improvements	10-40 years
Furniture, equipment and vehicles	5-10 years

Deferred Revenue

As of June 30, 2022, 2021 and 2020, the Organization's deferred revenue consists of funds received in advance from the State of New Hampshire in the amount of $927,833, $1,168,524 and $1,223,196, respectively, for services to be performed at a later date.

Revenue Recognition

Medicaid, New Hampshire Bureau of Developmental Services and Veterans individual program service revenue is reported at the estimated net realizable amount that reflects the consideration to which the Organization expects to be entitled in exchange for providing client services. These amounts are due from third-party payors (including government programs), and others, and include variable consideration for retroactive revenue adjustments due to settlement of audits, reviews, and investigations. Generally, the Organization bills third-party payors several days after services are provided. Revenue is recognized as performance obligations are satisfied. It is the Organization's expectation that the period between the time the service is provided to a client and the time a third-party payor pays for that service will be one year or less.

Under the Organization's contractual arrangements, the Organization provides services to clients for an agreed upon fee. The Organization recognizes revenue for client services in accordance with the provisions of Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Topic 606, *Revenue from Contracts with Customers*.

Performance obligations are determined based on the nature of the services provided by the Organization. Revenue for performance obligations satisfied over time is recognized based on actual services rendered. Generally, performance obligations are satisfied ratably over the life of the contract with the client. The Organization measures the performance obligation from when the Organization begins to provide services to a client to the point when it is no longer required to provide services to that client, which is generally at the time of notification to the Organization.

Each performance obligation is separately identifiable from other promises in the contract with the client. As the performance obligations are met, revenue is recognized based upon allocated transaction price. The transaction price is allocated to separate performance obligations based upon the relative stand-alone selling price.

Because all of its performance obligations relate to short-term contracts, the Organization has elected to apply the optional exemption provided in FASB ASC Subtopic 606-10-50-14(a) and, therefore, is not required to disclose the aggregate amount of the transaction price allocated to performance obligations that are unsatisfied or partially unsatisfied at the end of the reporting period.

Functional Allocation of Expenses

The costs of providing various programs and other activities have been summarized on a functional basis in the consolidated statements of functional expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited. Building related expenses are allocated on a square-footage basis among General Management, Fundraising and the Adult Services functions. Agency related expenses are allocated to Program, General Management and Fundraising functions based on the percentage of total functional expense to total expense.

Subsequent Events

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, management has considered transactions or events occurring through November 8, 2022 which is the date that the consolidated financial statements were available to be issued.

2. Availability and Liquidity of Financial Assets

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to optimize its available funds. The Organization has various sources of liquidity at its disposal, including cash and a line of credit, as disclosed in Note 4.

For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Organization considers all expenditures related to its ongoing operating activities as well as the conduct of services undertaken to support those operating activities.

In addition to financial assets available to meet general expenditures over the next 12 months, the Organization operates with a balanced budget and anticipates collecting sufficient revenue to cover expenditures not covered by donor-restricted resources or, where appropriate, borrowings. Refer to the statements of cash flows, which identify the sources and uses of the Organization's cash and cash equivalents and the generation of positive cash from operations for fiscal years 2022 and 2021.

AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES AND AREA AGENCY PROPERTIES, INC.

Notes to the Consolidated Financial Statements

June 30, 2022 and 2021

The following financial assets are expected to be available within one year of the statement of financial position date to meet general expenditures as of June 30:

	2022	2021
Cash	$ 8,738,934	$ 7,201,333
Accounts receivable, net	4,736,783	4,896,941
Veterans accounts receivable, net	1,824,588	1,785,787
	15,300,305	13,884,061
Less amounts not available for general expenditures:		
Net assets with donor restrictions	232,310	327,909
Financial assets available to meet general expenditures within one year	$ 15,067,995	$ 13,556,152

3. Property and Equipment

Property and equipment consisted of the following:

	2022	2021
Land and improvements	$ 604,520	$ 604,520
Buildings and building improvements	4,112,553	3,869,336
Equipment and furniture	573,451	496,932
	5,290,524	4,970,788
Less accumulated depreciation	(2,969,587)	(2,805,841)
	$ 2,320,937	$ 2,164,947

4. Line of Credit

Gateways has available an unsecured line of credit, with maximum borrowing of $2,000,000. The agreement provides that any borrowings are due on demand, with interest due monthly at the lender's base rate (4.75% at June 30, 2022). The Organization had no outstanding balance at June 30, 2022 and 2021. The line of credit is due for renewal on February 28, 2024.

5. Long-Term Debt

Long-term debt consisted of the following:

	2022	2021
New Hampshire Health and Education Facilities Authority note payable, due in monthly installments of $3,419 including interest at 1.00%, through June 2023; collateralized by a first position lien on land and buildings.	$ 40,861	$ 81,259
Mortgage note, payable in monthly installments of $2,408 including interest at 3.75%. Note was paid in full during 2022.	-	16,922
Mortgage note, payable in monthly installments of $1,928 including interest at 4.55%, through November 2023; collateralized by real estate.	31,451	52,597
	72,312	150,778
Less current portion	(63,004)	(78,466)
	$ 9,308	$ 72,312

Long-term debt maturities are as follows:

2023	$ 63,004
2024	9,308

Certain notes payable of Properties contain financial covenants, which require that Properties maintain a debt service coverage ratio, as defined, of 1.2:1. Properties was in compliance with the debt service coverage ratio as of June 30, 2022 and 2021.

6. Net Assets With Donor Restrictions

Net assets subject to use restrictions are as follows:

	2022	2021
Family support program	$ 205,015	$ 260,514
Other	27,295	67,395
	$ 232,310	$ 327,909

7. Concentration of Credit Risk

For the years ended June 30, 2022 and 2021, approximately 80% and 84%, respectively, of revenue and support of the Organization was derived from contracts with the State of New Hampshire's Medicaid program. As of June 30, 2022 and 2021, accounts receivable due from the State of New Hampshire's Medicaid Program was approximately 62% and 66%, respectively.

8. Affiliate

The Organization has an affiliation agreement with The PLUS Company, Inc. (PLUS) which provides for the sharing of certain administrative functions. For the years ended June 30, 2022 and 2021, approximately 64% and 66%, respectively, of the revenue and support generated by PLUS was subcontracted from Gateways, making PLUS financially dependent on Gateways.

U.S. GAAP requires consolidation of related organizations when common control and economic dependency exists. At June 30, 2022 and 2021, common control did not exist. However, due to the significant concentration of revenues generated by Gateways, economic dependence exists. As such consolidation in 2022 and 2021 is allowed but not required. The Organization's general purpose combined financial statements, which are presented separately from these financial statements, include the accounts of PLUS because it was deemed to provide a meaningful presentation.

The following is summarized financial data of PLUS:

	2022	2021
Total assets	$ 7,971,022	$ 7,567,677
Total liabilities	$ 1,951,818	$ 3,661,539
Total net assets	6,019,204	3,906,138
Total liabilities and net assets	$ 7,971,022	$ 7,567,677
Total revenue and support	$14,358,030	$13,513,193
Total operating expenses	12,244,964	12,188,713
Change in net assets	$ 2,113,066	$ 1,324,480
Due to PLUS included in accounts payable	$ 420,935	$ 244,902
PLUS services support included in subcontractor expense	$ 9,171,515	$ 8,984,843

9. Retirement Plans

The Organization maintains a qualified 403(b) retirement plan (the Plan) which covers all employees who have reached the age of 21 and completed 1,000 hours of service during the Plan year. The Plan provides for matching contributions at the discretion of the Organization. Additionally, the plan allows for additional discretionary contributions to be made to the Plan. The total matching and discretionary contributions charged to operations for the Plan were $250,199 and $238,552 for the years ended June 30, 2022 and 2021, respectively. During the years ended June 30, 2022 and 2021, the Organization made a 2% discretionary contribution to the Plan in the amount of $132,490 and $126,079, respectively.

The Organization has a top hat deferred compensation plan established under section 457 of the Code. The plan permits certain management and highly compensated employees to defer portions of their compensation based on Internal Revenue Service guidelines. The Organization has cumulatively recorded $1,080,404 and $1,256,918 at June 30, 2022 and 2021, respectively, related to this plan. The related investments are segregated in a separate account and reported in the consolidated statements of financial position along with the Organization's related liability to the employees.

10. Funds Held by Others

The Organization is a beneficiary of a designated fund maintained at the New Hampshire Charitable Foundation (NHCF). Pursuant to the terms of the resolution establishing this designated fund, property contributed by unrelated parties to NHCF is held as a separate fund designated for the benefit of the Organization. The Board of Directors of NHCF has been granted the power to redesignate the funds contributed by unrelated parties, if the Organization is incapable of fulfilling its mission. The designated fund is not included in these consolidated financial statements, since NHCF has the ability to redesignate funds contributed by unrelated parties. The total fair value of the designated fund was approximately $638,000 at June 30, 2022 and $689,000 at June 30, 2021.

In accordance with its spending policy, NHCF will make annual distributions of approximately 5% of the market value which will be equally divided between the beneficiaries once the funds have reached an agreed upon minimum market value of $1,000,000. There were no distributions from the funds in 2021 and 2021.

The Organization is also a beneficiary of an agency fund at NHCF. Pursuant to the terms of the resolution establishing this agency fund, property contributed by the Organization to NHCF is held as a separate fund designated for the benefit of the Organization. The Board of Directors of NHCF does not have the power to redesignate the funds contributed by the Organization. At June 30, 2022 and 2021, the estimated value of the future distributions from the agency fund in the amount of $48,019 and $51,991, respectively, is included in the consolidated statements of financial position as beneficial interest in an agency fund.

11. Commitments and Contingencies

Self-Insurance Program

The Organization self-insures a portion of its employee health benefits. Stop loss insurance is in effect which limits the Organization's exposure to loss on an individual basis of $50,000 and an annual aggregate basis of $1,000,000. In 2022 and 2021, total claims for health benefits were $1,197,619 and $1,082,519, respectively. As of June 30, 2022 and 2021 the Organization accrued a liability for claims that have been incurred, but not yet reported of $126,079 and $289,911, respectively.

Employee Retention Bonus Program

During 2022, the Organization established an employee retention bonus program. All active employees as of June 30, 2022 are eligible for the retention bonus program. If an employee leaves the Organization, they are no longer eligible for employee retention bonus program payments and the remaining amount of funding will be reallocated amongst the remaining pool of active employees that were employed at June 30, 2022. Total retention bonus program payments are approximately $1.8 million and will be paid out equally over a five year period through 2026. As of June 30, 2022, the total accrued retention bonus liability was $1,800,000.

12. Fair Value Measurements

FASB ASC Topic 820, *Fair Value Measurement*, defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. FASB ASC Topic 820 also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value.

The standard describes three levels of inputs that may be used to measure fair value:

Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

Level 2: Significant other observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.

Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

The fair market values of the Organization's measured on a recurring basis using Level 1 inputs as follows:

	2022	2021
Investments - deferred compensation		
Mutual funds	$ 1,080,404	$ 1,256,918

The fair value of the Organization's beneficial interest in an agency fund is categorized as a Level 3 measurement because the interest is not marketable. The fair value of the assets held in the agency fund is based on the quoted market prices of the underlying assets. Due to the level of risk associated with the fair value of the underlying securities and the level of uncertainty related to changes in their value, it is at least reasonably possible that changes in risks in the near term would materially affect the amounts reported in the consolidated statements of financial position. Changes in fair value of the Organization's beneficial interest in the agency fund consisted of depreciation of $3,972 and appreciation of $13,195 for the years ended June 30, 2022 and 2021, respectively.

13. Uncertainty and Relief Funding

On March 11, 2020, the World Health Organization declared COVID-19 a global pandemic. Local, U.S., and world governments encouraged self-isolation to curtail the spread of COVID-19 by mandating the temporary shut-down of business in many sectors and imposing limitations on travel and the size and duration of group gatherings. Most sectors are experiencing disruption to business operations and may feel further impacts related to delayed government reimbursement. The Coronavirus Preparedness and Response Supplemental Appropriations Act of 2020 provides several relief measures to allow flexibility to providers to deliver critical care. There is unprecedented uncertainty surrounding the duration of the pandemic, its potential economic ramifications, and additional government actions to mitigate them. Accordingly, while management expects this matter to impact operating results, the related financial impact and duration cannot be reasonably estimated.

The U.S. government has responded with three phases of relief legislation, as a response to the COVID-19 outbreak. The U.S government has enacted statutes into law to address the economic impact of the COVID-19 outbreak: the first on March 27, 2020, called the CARES Act; the second on December 27, 2020, called the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA); and the third on March 11, 2021 called the American Rescue Plan Act (ARPA). The CARES Act, CRRSAA and ARPA, among other things, 1) authorize emergency loans to distressed businesses by establishing, and providing funding for, forgivable bridge loans; 2) provide additional funding for grants and technical assistance; 3) delay due dates for employer payroll taxes and estimated tax payments for organizations; and 4) revise provisions of the Code, including those related to losses, charitable deductions, and business interest. Management has evaluated the impact of these statutes on the Organization, including their potential benefits and limitations that may result from additional funding. Management has evaluated the impact of the CARES Act, CRRSAA and ARPA on the Organization, including its potential benefits and limitations that may result from additional funding.

During 2020, the Organization obtained $2,554,730 under the CARES Act PPP funding. The PPP has specific criteria for eligibility and provides for forgiveness of the funds under the program if the Organization meets certain requirements. Any portion of the funds that is not forgiven is to be repaid within 5 years at a 1% interest rate. During 2022, the Organization received notification from the Small Business Administration (SBA) that the PPP funds obtained were fully forgiven and are included as forgiveness of PPP funding in the consolidated statement of activities. The PPP funding is subject to audit from the SBA for six years from the date of notification.

The CARES Act also established the PRF to support healthcare providers in the battle against the COVID-19 outbreak. The PRF is being administered by the U.S. Department of Health and Human Services. These funds are to be used for qualifying expenses and to cover lost revenue due to COVID-19. The PRF are recognized as income when qualifying expenditures have been incurred, or lost revenues have been identified. During the years ended June 30, 2022 and 2021, the Organization received Phase 4 of PRF in the amount of $74,581 and Phase 3 of PRF in the amount of $1,409,616, respectively.

During the year ended June 30, 2021, management believed the Organization had met the conditions necessary to recognize a portion of Phase 3 PRF which were presented separately in the consolidated statement of activities in the amount of $897,731. The remaining PRF of $511,885 were included in deferred revenue in the consolidated statement of financial position at June 30, 2021. During the year ended June 30, 2022, management believed the Organization had met the conditions necessary to recognize the remaining amount of Phase 3 PRF and the Phase 4 funding received. As a result, $586,466 of PRF is presented separately in the consolidated statement of activities. Management believes the position taken is a reasonable interpretation of the rules currently available. Due to the complexity of the reporting requirements and the continued issuance of clarifying guidance, there is at least a reasonable possibility the amount of income recognized may change by a material amount. Any difference between amounts previously estimated and amounts subsequently determined to be recoverable or payable will be included in income in the year that such amounts become known.

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During 2021, the Organization also received and recognized emergency grant funding under the CARES Act passed through the State of New Hampshire in the amount of approximately $1,535,200 to help offset incremental costs related to the pandemic. This funding is commonly referred to as long-term care stabilization funds which are presented separately in the consolidated statement of activities.

During 2022, the Organization was awarded emergency grant funding under ARPA and the funds were passed through the State of New Hampshire in the amount of $2,863,947 for the purpose of recruitment, retention or training of direct support workers. As of June 30, 2022, management believed the Organization had met the conditions necessary to recognize a portion of the ARPA funds in the amount of $2,347,327 which is presented separately in the consolidated statement of activities. The remaining $516,620 of ARPA funds are included in deferred revenue in the consolidated statement of financial position at June 30, 2022. The Organization has until fiscal year 2024 to spend the remaining ARPA funds.

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

Board of Directors
Area Agency of Greater Nashua, Inc. d/b/a Gateways Community Services
and Area Agency Properties, Inc.

We have audited, in accordance with U.S. generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the consolidated financial statements of Area Agency of Greater Nashua, Inc. d/b/a Gateways Community Services and Area Agency Properties, Inc. (the Organization), which comprise the consolidated statement of financial position as of June 30, 2022, and the related consolidated statements of activities, functional revenue and support, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated November 8, 2022.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the consolidated financial statements, we considered the Organization's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the consolidated financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

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

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

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Board of Directors
Area Agency of Greater Nashua, Inc. d/b/a Gateways Community Services
and Area Agency Properties, Inc

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Organization's consolidated financial statements are free from material misstatement, we performed tests of their compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the consolidated financial statements. 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.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
November 8, 2022

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INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR THE MAJOR FEDERAL PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

Board of Directors
Area Agency of Greater Nashua, Inc. d/b/a Gateways Community Services
and Area Agency Properties, Inc.

Report on Compliance for the Major Federal Program

Opinion on the Major Federal Program

We have audited Area Agency of Greater Nashua, Inc. d/b/a Gateways Community Services and Area Agency Properties, Inc.'s (the Organization) compliance with the types of compliance requirements described in the Office of Management and Budget *Compliance Supplement* that could have a direct and material effect on the Organization's major federal program for the year ended June 30, 2022. The Organization's major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Organization complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended June 30, 2022.

Basis for Opinion on the Major Federal Program

We conducted our audit of compliance in accordance with U.S. generally accepted auditing standards; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Organization and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for the major federal program. Our audit does not provide a legal determination of the Organization's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the Organization's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Organization's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with U.S. generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Organization's compliance with the requirements of its major federal program as a whole.

In performing an audit in accordance with U.S. generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Organization's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the Organization's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on 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 a 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.

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Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

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 the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
November 8, 2022

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AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES AND AREA AGENCY PROPERTIES, INC.

Schedule of Expenditures of Federal Awards

Year Ended June 30, 2022

Federal Grant/Pass-Through Grantor/Program Title	Federal AL Number	Contract/Pass-Through Identifying Number	Total Federal Expenditures
United States Department of Health and Human Services:			
Direct:			
COVID-19 - Provider Relief Fund	93.498	N/A	$ 1,409,616
Pass-through:			
New Hampshire Department of Health and Human Services, Division of Community Based Care Services, Bureau of Developmental Services:			
Social Services Block Grant	93.667	N/A	46,847
New Hampshire Department of Health and Human Services:			
National Family Caregiver Support, Title III, Part E	93.052	05-95-48-481010-7872	452,699
Special Programs for the Aging_Title III, Part B_ Grants for Supportive Services and Senior Centers	93.044	N/A	1,260
Total United States Department of Health and Human Services			1,910,422
United States Department of Education:			
Pass-through:			
State of New Hampshire Department of Education:			
Special Education – Grants for Infants and Families	84.181	05-95-93-930010-7852	336,825
Total Expenditures of Federal Awards			$ 2,247,247

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AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES AND AREA AGENCY PROPERTIES, INC.

Notes to Schedule of Expenditures of Federal Awards

Year Ended June 30, 2022

1. Basis of Presentation

The accompanying Schedule of Expenditures of Federal Awards (the Schedule) includes the federal grant activity of Area Agency of Greater Nashua, Inc. d/b/a Gateways Community Services and Area Agency Properties, Inc. (the Organization) for the year ended June 30, 2022. The information in this Schedule is presented in accordance with requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a portion of the operations of the Organization, it is not intended to and does not present the financial position, changes in net assets or cash flows of the Organization.

2. Summary of Significant Accounting Policies

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Pass through identifying numbers are presented where available.

The amount reported on the Schedule for the Provider Relief Funds (PRF) is based upon the Phase 3 PRF report that was required to be submitted to Health Resources and Services Administration reporting portal.

The Organization has not elected to use the 10% de minimis indirect cost rate.

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AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES AND AREA AGENCY PROPERTIES, INC.

Schedule of Findings and Questioned Costs

Year Ended June 30, 2022

Section I. Summary of Auditor's Results

Consolidated Financial Statements

Type of auditor's report issued:	Unmodified	
Internal control over financial reporting:		
Material weakness(es) identified?	____ yes	_X_ no
Significant deficiency(ies) identified not considered to be material weaknesses?	____ yes	_X_ none reported
Noncompliance material to financial statements noted?	____ yes	_X_ no

Federal Awards

Internal control over major programs:		
Material weakness(es) identified?	____ yes	_X_ no
Significant deficiency(ies) identified not considered to be material weaknesses?	____ yes	_X_ none reported
Type of auditor's report issued on compliance for major programs:	Unmodified	
Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?	____ yes	_X_ no

Identification of major programs:

AL Number	Name of Federal Program or Cluster
93.498	COVID-19 – Provider Relief Fund

Dollar threshold used to distinguish between Type A and Type B programs:	$750,000	
Auditee qualified as low-risk auditee?	_X_ yes	___ no

Section II. Findings Relating to the Financial Statements Which are Required to be Reported in Accordance with *Government Auditing Standards*

None noted.

Section III. Findings and Questioned Costs for the Major Federal Program

None noted.

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AREA AGENCY OF GREATER NASHUA, INC. D/B/A GATEWAYS COMMUNITY SERVICES AND AREA AGENCY PROPERTIES, INC.

Summary Schedule of Prior Audit Findings

Year Ended June 30, 2022

None noted.

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GATEWAYS COMMUNITY SERVICES - BOARD OF DIRECTORS LIST 2023	
EXECUTIVE COMMITTEE	
Mark Thornton* (2007) – Chair (2019)	Joe Gamache* (2009) – Vice-Chair (2019)
Jim Moran* (2017) – Treasurer (2019)	Helen Honorow, Esq. (2009) – Secretary (2019)
DIRECTORS	
Leah Brokhoff (2014)	Edgar R. Carter (2008)
Bob Corcoran* (2015)	Bonnie Dunham* (2019)
Kelly Ehrhart* (2022)	Peggy Gilmour (2011)
Lucille Jordan (2019)	Jim McKenna (2007)
Rich Pietravalle* (1997)	Lauren Primmer* (2014)
Lou Primmer* (2015)	Lisa Scheib, MD (2015)
Marc Sadowsky (2013)	Amy Wheeler Teas* (2019)
Jessica Wojcik (2019)	

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SANDRA B. PELLETIER

PROFESSIONAL SUMMARY

Chief Executive Officer of a non-profit organization for the past 30 years. Experience includes hands-on leadership in all development phases of a community-based service delivery system (second largest of ten regions within the State of New Hampshire). Extensive background in all aspects of non-profit organization and oversight. Responsibilities include executive and financial management; initiation of a close-knit affiliation between the Gateways and PLUS Company Boards of Directors, structuring and nurturing of community and civic partnerships between Gateways, a myriad of vendors and sponsors, grant writing, strategic planning and total quality management. Experience also involves re-engineering, including new development and mergers, and significant involvement in redefining public policy vis-à-vis the legislative process. Consultant to other states in the field of developmental disabilities and elder participant driven services.

EDUCATION

Leadership New Hampshire
Certificate - Intensive 10-month statewide leadership development program (seminar format) **1994**

Antioch College Management Institute, Keene, NH
Certificate - Management of Non-Profit Agencies **1983**

University of New Hampshire, Durham, NH
M.Ed. **1979**

University of Maine, Orono, ME
B.A **1977**
Summa cum Laude, Phi Beta Kappa

PERSONAL AWARDS

25 Extraordinary Women – The Telegraph, Nashua, NH	**2013**
Easter Seals Special Achievement in the area of developmental services	**2003**
"Citizen of the Year" designate, The PLUS Company, Nashua, NH	**2001**
Recipient, "Book of Golden Deeds Award" from the Nashua Exchange Club	**1991**
Recipient, "Distinguished Service Award in the field of Developmental Disabilities"	**1989**

CORPORATE AWARDS

Business NH Magazine – 2016 Non-Profit Business of the Year	**2016**
Recognized nationally as the primary entrepreneurial leaders for Consumer Directed Services By the Center on Human Policy, Syracuse University	**2012**
Recipient of "The Walter J. Dunfey Award for Excellence in Management" from the New Hampshire Charitable Foundation – The Corporate Fund	**1990**

EXPERIENCE

Gateways Community Services, Nashua, NH
President/CEO **1983 – Present**
Oversees a $55 million private non-profit corporation (including subsidiary The PLUS Company), recognized nationally as a highly effective model of delivery, and one promoting community participant driven services. Responsibilities include executive oversight and fiscal management of new development, operations, and maintenance of a continuum of services to over 4000 children and adults with disabilities, their families, and elders in need of long-term care in the State of New Hampshire and Massachusetts. Gateways is supported by the State's general funds, Federal Medicaid billings, Insurance dollars, and Development dollars

Board Memberships

SHARE Outreach	**2015 – Present**
Rotary of Nashua West	**2002 – Present**
The PLUS Company, Nashua, NH	**1996 – Present**
CSNI, Concord, NH (founding Board Chair)	**1995 – Present**
New Futures	**2015 – 2018**
Regional Special Education Consortium, Amherst, NH	**1992 – 2015**
Endowment for Health Foundation – President of the Board	**2012 – 2014**

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CHIEF FINANCIAL OFFICER

Professional capable of immediate impact on organization's issues with respect to finance/fiscal operations, corporate tax, audit, budget preparation, revenue recognition, reporting and compliance, data analysis, strategic and organizational planning, business operations and administration.

SUMMARY OF QUALIFICATIONS

M.B.A., C.P.A. with extensive professional experience in financial/fiscal operations, performance and business analysis, compliance, staff development and training, business operations and administration. Bottom-line individual with a solid track record for increasing operational efficiency, generating cost savings and contributing to company profits. Demonstrated ability to coordinate and manage multiple complex projects simultaneously. Designed/implemented policies and procedures with respect to business, finance/fiscal operations and administration. Proven ability to interface with all levels of an organization, to lead, to motivate and to get the job done. Reliable, goal-oriented achiever, innovative problem solver, and effective decision-maker. Excellent communication, leadership, interpersonal, presentation and organizational skills.

Expertise and ***knowledge*** in financial areas such as:

- Certified Public Accountant	*- Audits/Internal Controls*	*- Policy Design*
- International Operations	*- Finance/Fiscal Operations*	*- Budgeting*
- Strategic/Organizational Planning	*- Revenue Recognition*	*- Corporate Tax*
- Foreign Currency Translations	*- System Implementation*	*- Staff Development*
- Consolidated Financials	*- Procurement of Goods*	*- Asset Management*

SELECTED ACCOMPLISHMENTS

IMPROVED consolidated financial statement timeliness and accuracy by reducing cycle time by three days through process improvements despite headcount reductions. The consolidated financials include American, European, and Asian operations. The financial statement and narrative summary are completed within six workdays of month end for presentation to the Board of Directors.

COORDINATED annual audit and tax return prepared by Ernst & Young resulting in savings of $15K. Responsible for preparing consolidated financial statements through supporting documentation including footnotes for American, European, and Asian operations. Corporate tax includes six state returns.

DEVELOPED accounts receivable policies and procedures and initiated billing to worldwide customers. Responsible for global billing, collecting, and establishing customer credit limit. Billing is generated within two working days of month end. One hundred percent of billings have been collected to date.

SUCCESSFULLY implemented three new accounting systems for organizations. Also served as part of organization-wide implementation team to coordinate all applications throughout firm.

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PROFESSIONAL EXPERIENCE

AREA AGENCY OF GREATER NASHUA, INCORPORATED, Nashua, NH 2003 – present
Chief Financial Officer
- Responsible for the day to day business operations of the Area Agency.

ACCELLION INCORPORATED, Auburn, NH (Global Internet Start Up) 2001 – 2003
Senior Finance Manager
- Promoted to Senior Finance Manager within six months.
- Prepared monthly consolidated financial statements for Board of Directors, including consolidation of American, Asian, and European operations; and maintain a level of proficiency in foreign currency exchange transactions.
- Monitored cash on a daily basis; reported weekly cash forecast (American, European, and Asian) to CFO for global operations; monitored global budget; and monitored global accounting policies and procedures; and prepared annual audit and corporate tax returns including multiple states returns.
- Managed all accounts receivable, including functions such as new client set-up, billing, follow-up, customer relations, and collections.

Senior Accountant
- Implemented General Ledger, Accounts Payable/Receivable functions for a global Internet start-up.
- Prepared monthly close of American operations including preparation and posting of all required journal entries.
- Installed Best Fixed Asset System software for asset tracking; monitored all worldwide fixed assets.

MONADNOCK COMMUNITY HOSPITAL, Peterborough, NH 1989-2000
Accounting Manager
- Supervised the Accounting and Accounts Payable functions of the Hospital and prepared monthly financial and statistical information for Management, Board of Trustees, and Affiliated Healthcare entities.
- Served as Hospital resource for all financial issues; prepared and monitored operating and capital budgets; handled all receipts and disbursements; monitored cash position of a daily basis; maintained the fixed asset system; and oversaw the processing of accounts payable invoices for payment; managed the Hospital insurance policies (Workers Compensation, Property, and Umbrella), including the functions of contracting, monitoring, and upgrading the Hospital insurance portfolio.
- Chaired capital budget, investment, management information system, condo association, and Y2K committees; active member of strategic operations, finance, resource, and leadership committees.
- Presented monthly financial statements to the Board of Trustees, Finance Committee, and Leadership Group and acted as liaison for all financial matters pertaining to the Hospital as Interim Chief Financial Officer from February through April 2000.

PURDY, BORNSTEIN, HAMEL & BURRELL CPA's, Salem, NH 1988-1989
Senior and Staff Accountant
- Performed audit, review, and compilation engagements; prepared corporate, partnership, and personal tax returns.

EDUCATION

Master of Business Administration, New Hampshire College, Manchester, NH
Bachelor of Science in Accounting, New Hampshire College, Manchester, NH

LICENSE/CERTIFICATION

Licensed Certified Public Accountant in the State of New Hampshire

ASSOCIATIONS/AFFILIATIONS

New Hampshire Society of CPAs, Milford Community Athletic Association (MCAA) Coach, Volunteer – Nashua Soup Kitchen

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Contractor Name
Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Sandra B. Pelletier	CEO/President	$11,121.41
Tim Leach	CFO	$ 7,113.91