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

Lori A. Weaver
Commissioner

Melissa A. Hardy
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-5034 1-800-852-3345 Ext. 5034
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September 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 a grant agreement with Area Agency of Greater Nashua, Inc. dba Gateways Community Services (VC #155784), Nashua, NH in the amount of \$642,170, to demolish the existing three (3) bedroom split-level house located at 13 Buxton Road in Milford, construct a new single family home on the lot, with no less than three bedrooms, and place the new home in service as housing for individuals who are eligible for one of New Hampshire's Home and Community Based 1915c Waivers, effective upon Governor and Council approval, to remain in effect for no less than eight (8) years from the date the housing unit is placed in service. 100% Federal funds.

Funds are available in the following accounts for State Fiscal Years 2024 and 2025, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

05-95-093-930010-26060000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: DIV OF DEVELOPMENTAL SVCS, HCBS ENHANCED FMAP -ARP

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2024	102-500731	Contracts for Program Svc	93009021	\$345,000
2025	102-500731	Contracts for Program Svc	93009021	\$297,170
			Subtotal	\$642,170

EXPLANATION

The purpose of this request is to provide funding for the Grantee to purchase, renovate and/or construct housing and/or increase capacity at existing homes for individuals who are eligible for one of New Hampshire's Home and Community Based 1915c Waivers, or for individuals or families that have an individual who is disabled, and are experiencing homelessness. All real estate purchases, construction, renovation and capacity expansion must be compliant with the Centers for Medicare & Medicaid Services' Home and Community-Based Setting Requirements for Community First Choice and Home and Community-Based Services ("HCBS") Waivers rules. This request is one of several requested actions that will significantly increase statewide capacity for additional beds to serve and support this population. Once all of the requested contracts are in effect, there will be an increase of 114 beds within New Hampshire.

The Grantee to demolish the existing three (3) bedroom split-level house located at 13 Buxton Road in Milford, New Hampshire, construct a new residential home with no less than three (3) bedrooms, with the building plan to be approved by the Department, and place the housing unit into service as a home for three (3) individuals for individuals with a Developmental Disability or Acquired Brain Disorder who are receiving services under a Home and Community Based 1915c Waiver. The Grantee owns the property, and is currently providing housing and Intensive Treatment Services for three (3) individuals currently residing in a second home on the same property.

Approximately three (3) individuals that need Intensive Treatment Services and are at risk of requiring out of state placement to receive the services, or are returning from out-of-state placement for intensive treatment services, will be served on a continuous basis at the property for a period of no less than eight (8) years from the date the renovations to the property are complete.

The need for housing in specialized residences exceeds the number of placements available in New Hampshire. The likelihood of out of state placement increases significantly when the need for alternative residential options arises suddenly. This dynamic places additional strain on individuals and their families, community-based service providers, and hospitals. Based on these factors, additional in-state residential capacity is needed to provide Intensive Treatment Services.

The Department will monitor services by:

- The Grantees adherence to their plan to complete construction of the property.
- Weekly reports while the property is undergoing construction, including materials purchased, permits received, and completed renovation activities.
- Quarterly reports after the renovation is complete, including a list of expenses to sustain the property, and individual progress notes for each individual residing at the property.

The Department selected the Grantee through a competitive bid process using a Request for Grant Applications (RGA) that was posted on the Department's website from May 9, 2023 through June 13, 2023. The Department received 34 responses that were reviewed and scored by a team of qualified individuals. The Department is requesting approval to provide grant funding for thirty-three of the thirty-four grant applications. The Scoring Sheet is attached.

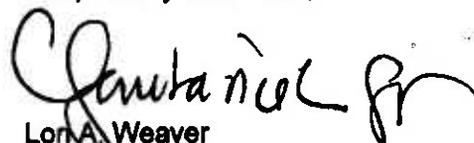
Should the Governor and Council not authorize this request, three (3) individuals with Developmental Disabilities and/or Acquired Brain Injuries may not be able to remain and return to New Hampshire, or individuals currently residing in New Hampshire that require Intensive Treatment Services may not have access to their services in state.

Area served: Hillsborough County.

Source of Federal Funds: Assistance Listing Number 93.778 Section 9817 of the American Rescue Plan Act of 2021.

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

Respectfully submitted,


Lon A. Weaver
Commissioner

New Hampshire Department of Health and Human Services
 Division of Finance and Procurement
 Bureau of Contracts and Procurement
 Scoring Sheet

Project ID # **RGA-2024-DLTSS-01-INTEN**

Project Title **Intensive Treatment Services Housing and Homelessness Initiative**

<i>Intensive Treatment Services</i>	Maximum Points Available	A.W. Holdings, LLC dba Benchmark Human Services Property #1	A.W. Holdings, LLC dba Benchmark Human Services Property #2	A.W. Holdings, LLC dba Benchmark Human Services Property #3	A.W. Holdings, LLC dba Benchmark Human Services Property #4	A.W. Holdings, LLC dba Benchmark Human Services Property #5	A.W. Holdings, LLC dba Benchmark Human Services Property #6	A.W. Holdings, LLC dba Benchmark Human Services Property #7	A.W. Holdings, LLC dba Benchmark Human Services Property #8
Technical									
Project Plan (Q1)	70	63	63	63	63	63	63	60	60
Experience with ITS Homes (Q2)	30	25	25	25	25	25	25	25	25
Discharge and Stepdown (Q3)	30	25	25	25	25	25	25	25	25
Experience with HCBS Compliance (Q4)	30	25	25	25	25	25	25	25	25
Services (Q5)	40	31	31	31	31	31	31	31	31
TOTAL POINTS	200	169	169	169	169	169	169	166	166

TOTAL PROPOSED VENDOR COST *Not Applicable - No Cost Proposal for RGA*

Reviewer Name
1 Gregory Prattelli
2 Joshua Gehling
3 Rachel DeVita
4 Kyra Leonard

Title
Program Specialist IV
Administrator III
Administrator II
Finance Director

**New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet**

Project ID # **RGA-2024-DLTSS-01-INTEN**

Project Title **Intensive Treatment Services Housing and Homelessness Initiative**

<i>Intensive Treatment Services</i>	Maximum Points Available	A.W. Holdings, LLC dba Benchmark Human Services Property #9	A.W. Holdings, LLC dba Benchmark Human Services Property #10	Alternative Programs & Treatment	ARC of NH, Inc.	Community Options, Inc (1) 2-Bedroom Hudson	Community Options, Inc (1) 2-Bedroom Derry	Community Options, Inc (1) 2-Bedroom Milford	Community Options, Inc(1) 2-Bedroom Salem
Technical									
Project Plan (Q1)	70	60	60	30	62	58	58	58	58
Experience with ITS Homes (Q2)	30	25	25	17	16	22	22	22	22
Discharge and Stepdown (Q3)	30	25	25	15	20	27	27	27	27
Experience with HCBS Compliance (Q4)	30	25	25	16	22	27	27	27	27
Services (Q5)	40	31	31	25	30	32	32	32	32
TOTAL POINTS	200	166	166	103	150	166	166	166	166
TOTAL PROPOSED VENDOR COST		<i>Not Applicable - No Cost Proposal for RGA</i>							

Reviewer Name
1 Gregory Prattell
2 Joshua Gehling
3 Rachel DeVita
4 Kyra Leonard

Title
Program Specialist IV
Administrator III
Administrator II
Finance Director

**New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet**

Project ID # **RG-2024-DLTSS-01-INTEN**

Project Title **Intensive Treatment Services Housing and Homelessness Initiative**

Intensive Treatment Services	Maximum Points Available	Community Options, Inc (1) 3-Bedroom Milford	Community Options, Inc (1) 3-Bedroom Nashua	Community Options, Inc (1of2) 3-Bedroom Derry	Community Options, Inc (1of2) 3-Bedroom Londonderry	Community Options, Inc (1of2) 3-Bedroom Salem	Community Options, Inc (2of2) 3-Bedroom Derry	Community Options, Inc (2of2) 3-Bedroom Londonderry	Community Options, Inc (2of2) 3-Bedroom Salem
Technical									
Project Plan (Q1)	70	63	63	63	63	63	63	63	63
Experience with ITS Homes (Q2)	30	22	22	22	22	22	22	22	22
Discharge and Stepdown (Q3)	30	27	27	27	27	27	27	27	27
Experience with HCBS Compliance (Q4)	30	27	27	27	27	27	27	27	27
Services (Q5)	40	32	32	32	32	32	32	32	32
TOTAL POINTS	200	171	171	171	171	171	171	171	171
TOTAL PROPOSED VENDOR COST		<i>Not Applicable - No Cost Proposal for RGA</i>							

Reviewer Name	Title
1 Gregory Prattell	Program Specialist IV
2 Joshua Gehling	Administrator III
3 Rachel DeVita	Administrator II
4 Kyra Leonard	Finance Director

New Hampshire Department of Health and Human Services
 Division of Finance and Procurement
 Bureau of Contracts and Procurement
 Scoring Sheet

Project ID # RGA-2024-DLTSS-01-INTEN

Project Title Intensive Treatment Services Housing and Homelessness Initiative

<i>Intensive Treatment Services</i>	Maximum Points Available	Behavioral Health and Developmental Services of Strafford County, inc. d/b/a Community Partners	Easterseals NH	Farmsteads of New England	Gateway Community Services and Summit NH	Aspire Living & Learning	Next Steps Community Services LLC Proposal #1	Next Steps Community Services LLC Proposal #2	Next Steps Community Services LLC Proposal #3
Technical									
Project Plan (Q1)	70	65	55	53	35	55	67	66	64
Experience with ITS Homes (Q2)	30	27	29	17	22	26	28	28	28
Discharge and Stepdown (Q3)	30	28	27	9	16	25	27	27	27
Experience with HCBS Compliance (Q4)	30	25	26	16	20	26	23	23	23
Services (Q5)	40	37	36	20	32	37	37	37	37
TOTAL POINTS	200	182	173	115	125	169	182	181	179

TOTAL PROPOSED VENDOR COST *Not Applicable - No Cost Proposal for RGA*

Reviewer Name
1 Gregory Prattelli
2 Joshua Gehling
3 Rachel DeVita
4 Kyra Leonard

Title
Program Specialist IV
Administrator III
Administrator II
Finance Director

**New Hampshire Department of Health and Human Services
 Division of Finance and Procurement
 Bureau of Contracts and Procurement
 Scoring Sheet**

Project ID # RGA-2024-DLTSS-01-INTEN
Project Title Intensive Treatment Services Housing and Homelessness Initiative

<i>Intensive Treatment Services</i>	Maximum Points Available	Next Steps Community Services LLC Proposal #4
Technical		
Project Plan (Q1)	70	64
Experience with ITS Homes (Q2)	30	28
Discharge and Stepdown (Q3)	30	27
Experience with HCBS Compliance (Q4)	30	23
Services (Q5)	40	37
TOTAL POINTS	200	179
TOTAL PROPOSED VENDOR COST		<i>Not Applicable - No Cost</i>

Reviewer Name	Title
1 Gregory Prattell	Program Specialist IV
2 Joshua Gehling	Administrator III
3 Rachel DeVita	Administrator II
4 Kyra Leonard	Finance Director

New Hampshire Department of Health and Human Services
 Division of Finance and Procurement
 Bureau of Contracts and Procurement
 Scoring Sheet

Project ID # **RG-2024-DLTSS-01-INTEN**
 Project Title **Intensive Treatment Services Housing and Homelessness Initiative**

<u>Homeless Housing Services</u>	Maximum Points Available	Farmsteads of New England
Technical		
Project Plan (Q1)	70	63
Real Estate Experience (Q2)	30	27
Operation Experience (Q3)	30	25
Coordinated Entry System (Q4)	30	5
Services (Q5)	40	20
TOTAL POINTS	200	140

TOTAL PROPOSED VENDOR COST *Not Applicable - No Cost*

Reviewer Name	Title
1 Gregory Prattell	Program Specialist IV
2 Joshua Gehling	Administrator III
3 Rachel DeVita	Administrator II
4 Kyra Leonard	Finance Director

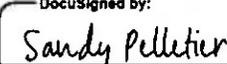
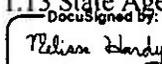
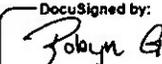
Subject: Intensive Treatment Services Housing and Homelessness Initiative RGA-2024-DLTSS-01-INTEN-08

GRANT AGREEMENT

The State of New Hampshire and the Grantee here mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.

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. Grantee Name Area Agency of Greater Nashua, Inc. dba Gateways Community Services		1.4. Grantee Address 144 Canal St. Nashua, NH 03064	
1.5 Grantee Phone # 603-459-2701	1.6. Account Number 05-95-093-930010-26060000-102-500731	1.7. Completion Date See Exhibit A, Section 1, Subsection 1.1	1.8. Grant Limitation \$642,170
1.9. Grant Officer for State Agency Robert W. Moore, Director		1.10. State Agency Telephone Number (603) 271-9631	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 <small>DocuSigned by:</small>  Sandy Pelletier		1.12. Name & Title of Grantee Signor 1 Sandy Pelletier President/CEO	
1.11. Grantee Signature 2 <small>DocuSigned by:</small> [Signature]		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s) <small>DocuSigned by:</small>  Melissa Hardy		1.14. Name & Title of State Agency Signor(s) Melissa Hardy Director, DLTSS	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) <small>DocuSigned by:</small> By:  Assistant Attorney General, On: 9/7/2023			
1.16. Approval by Governor and Council (if applicable) By: _____ On: _____			

SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

Contractor Initials OS
SP
Date 8/30/2023

- 3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
- 4. **EFFECTIVE DATE: COMPLETION OF PROJECT.**
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
- 5. **GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.**
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything 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 Grant limitation set forth in block 1.8 of these general provisions.
- 6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
- 7. **RECORDS and ACCOUNTS.**
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions
- 8. **PERSONNEL.**
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
- 9. **DATA; RETENTION OF DATA; ACCESS.**
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date 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, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
- 10. **CONDITIONAL NATURE OR AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
- 11. **EVENT OF DEFAULT; REMEDIES.**
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
 - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
 - 11.1.2 Failure to submit any report required hereunder; or
 - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
 - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 - 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
 - 11.2.2 Give the Grantee 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 Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
 - 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
 - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
- 12. **TERMINATION.**
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
- 13. **CONFLICT OF INTEREST.** No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
 15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
 16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. 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 shall survive the termination of this agreement.
 17. **INSURANCE.**
 - 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
 - 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
 - 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
 - 17.2 The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates 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.
 18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver 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 default on the part of the Grantee.
 19. **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 first above given.
 20. **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 Council of the State of New Hampshire, if required or by the signing State Agency.
 21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.
 22. **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.
 23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
 24. **SPECIAL PROVISIONS.** The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Contractor Initials ds
SP
 Date 8/30/2023

New Hampshire Department of Health and Human Services
Intensive Treatment Services Housing and Homelessness Initiative

EXHIBIT A

Revisions to Standard Grant Agreement Provisions

1. Revisions to Form G-1, General Provisions

- 1.1. Paragraph 4, Effective Date: Completion of Project. is deleted in its entirety and replaced with the following:
 - 4.1 This Grant Agreement (the "Agreement"), and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16) or upon signature by the State Agency as shown in blocks 1.13 and 1.14 (the "Effective Date").
 - 4.2 The Grantee must ensure the property constructed using funds provided by this agreement remains in service as housing for three (3) individuals with a Developmental Disability or Acquired Brain Disorder who are receiving services under the 1915c waiver, for a period of no less than eight (8) years from the date the property is first placed in service, as described in Exhibit B, Scope of Services, Section 1, Statement of Work.
 - 4.3 If the Grantee commences the Services prior to the Effective Date, all Services performed by the Grantee prior to the Effective Date shall be performed at the sole risk of the Grantee, and in the event that this Agreement does not become effective, the State shall have no liability to the Grantee, including without limitation, any obligation to pay the Grantee for any costs incurred or Services performed.
- 1.2. Paragraph 11, Event of Default: Remedies, Subparagraph 11.2.2, is amended as follows:
 - 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending payments, in whole or in part, to be made under this Agreement, until the State determines the Event of Default is cured.
- 1.3 Paragraph 12, Termination, Subparagraph 12.4 is amended as follows:
 - 12.4 Notwithstanding anything in this Agreement to the contrary, the State may terminate this Agreement without cause upon thirty (30) days written notice to the Grantee.
- 1.4 Paragraph 15, Assignment and Subcontracts, is amended by adding subparagraph 15.1 as follows:
 - 15.1. Subcontractors are subject to the same contractual conditions as the Grantee and the Grantee is responsible to ensure subcontractor compliance with those conditions. The Grantee shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with

**New Hampshire Department of Health and Human Services
Intensive Treatment Services Housing and Homelessness Initiative**

EXHIBIT A

the Health Insurance Portability and Accountability Act. . Written agreements shall specify how corrective action shall be managed. The Grantee shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Grantee 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.

1.5 Paragraph 17, Insurance, Subparagraph 17.1, is amended by adding Subparagraphs 17.1.3, 17.1.4 and 17.1.5, to read:

17.1.3. Commercial umbrella liability insurance in amounts of not less than \$3,000,000 per occurrence and \$3,000,000 aggregate.

17.1.4 Builder's Risk Insurance (Fire and Extended Coverage) in the amount of no less than \$650,000 for the property described in Exhibit B, Scope of Services, Section 1, Statement of Work, from the Grant Effective Date until the date the property is placed in service as ITS housing. Builder's Risk Insurance must include materials located at the Grantee's premises, on-site, in-transit, and at any temporary site. The policies shall provide for the inclusion of the names of all contractors, subcontractors, and others employed on the premises as additional insureds. The policies shall stipulate that the insurance companies shall have no right of subrogation against any contractors, subcontractors or other parties employed on the premises.

**New Hampshire Department of Health and Human Services
Intensive Treatment Services Housing and Homelessness Initiative**

EXHIBIT B

Scope of Services

1. Statement of Work

- 1.1. The Grantee must demolish the three (3) bedroom split-level house located at 13 Buxton Road in Milford, Hillsborough County, New Hampshire, (target property), recorded in the Hillsborough County Registry of Deeds in Book 3448, Page 420.
- 1.2. The Grantee must construct a residential home with no less than three (3) bedrooms on the property, with the design to be approved by the Department.
- 1.3. The Grantee must ensure the target property is placed in service as a residence for three (3) individuals with a Developmental Disability or Acquired Brain Disorder who are receiving services under a Home and Community Based 1915c Waiver, and who meet one or more of these requirements:
 - 1.3.1. Are returning from out-of-state placements;
 - 1.3.2. Have Intensive Treatment Service (ITS) needs and are at risk of requiring out of state placement to receive services;
 - 1.3.3. Placement is considered appropriate based on the clinical complexity and person-centered needs of the individual as well as the prospective fit with other individuals, staff, and services of the proposed ITS home.
- 1.4. The Grantee must own, maintain, and utilize the property as ITS housing for a period of not less than eight (8) years from the date the property is placed in service, defined as the day the first individual takes up residence at the property.
- 1.5. The Grantee must ensure the target property is certified as a community residence pursuant to New Hampshire Administrative Rule He-M 1001, Certification Standards for Development Services Community Residences and is licensed in accordance with New Hampshire RSA 151, Residential Care and Health Facility Licensing.
- 1.6. The Grantee must maintain licensure and certification as appropriate based on the number of individuals in the home for the required eight (8) year period from the date the property is placed in service, including licensure in accordance with New Hampshire Administrative Rule He-P 814, Community Residences at the Residential Care and Supported Residential Care Level, if applicable.
- 1.7. The Grantee must submit a Project Plan to the Department no less than ten (10) business days after the Grant Agreement Effective Date. The Project Plan must include a detailed description of the Grantee's plan to demolish the existing structure, build a new house with no less than three (3) bedrooms, and place the target property in service as housing for three (3) individuals with ITS needs. The project plan must include, but is not limited to:

**New Hampshire Department of Health and Human Services
Intensive Treatment Services Housing and Homelessness Initiative**

EXHIBIT B

- 1.7.1. The estimated timeframe to demolish the existing building and prepare the site for new construction.
- 1.7.2. A description of the plan to complete the new construction, which must include, but is not limited to:
 - 1.7.2.1. Architectural drawings of the planned new building:
 - 1.7.2.2. The name of the general contractor retained to complete construction of the three-bedroom unit, and the following information:
 - 1.7.2.2.1. Obtaining necessary permits.
 - 1.7.2.2.2. Hiring subcontractors.
 - 1.7.2.2.3. Completing site work and framing the new building.
 - 1.7.2.2.4. Completing all specified work on the exterior of the building, including, but not limited to, installing doors, windows, a finish roof and siding.
 - 1.7.2.2.5. Completing installation and construction of all mechanical systems, interior building components, plumbing, wiring, fixtures and appliances as specified in the project plan.
 - 1.7.2.2.6. Painting interior spaces.
- 1.8. The Grantee agrees to be solely responsible for any costs associated with the provision of services to the individuals residing at the target properties.
- 1.9. The Grantee agrees to be solely responsible for any costs associated with ongoing property maintenance and operations.
- 1.10. The Grantee must submit a weekly report for the property during the time the property is undergoing construction or renovation, which must include, but is not limited to:
 - 1.10.1. Start date for construction.
 - 1.10.2. Approximate percent for project completion.
 - 1.10.3. A narrative description of activity at the target property during that past month, including:
 - 1.10.3.1. Materials purchased.
 - 1.10.3.2. Permits received.
 - 1.10.3.3. Completed construction activities.
- 1.11. Services Provided

**New Hampshire Department of Health and Human Services
Intensive Treatment Services Housing and Homelessness Initiative**

EXHIBIT B

1.11.1. The Grantee must provide services in accordance with all applicable New Hampshire Administrative Rules, including, but not limited to as follows:

- 1.11.1.1. Certification Standards for Developmental Services Community Residences in accordance with New Hampshire Administrative Rule HE-M 1001;
- 1.11.1.2. Medical monitoring and medication administration in accordance with expectations outlined in New Hampshire Administrative Rule He-M 1201;
- 1.11.1.3. Rule He-M 310 (i.e., Right of Persons Receiving Developmental Services or Acquired Brain Disordered Services in the Community);
- 1.11.1.4. If the Grantee provides funded Community Participation Services, adherence to the expectations outlined in New Hampshire Administrative Rule He-M 507.

1.12. Clinical Treatment

1.12.1. The Grantee must provide clinical treatment to include, as appropriate based on person-centered need of each individual:

- 1.12.1.1. Individual and group therapeutic services as indicated by the presenting concerns of the proposed populace directed toward addressing each individual's challenge areas.
- 1.12.1.2. Evidence-based approaches such as that are adapted to the cognitive and person-centered needs of the individuals.
- 1.12.1.3. Modalities specialized to the treatment needs of the intended population as needed, which include but are not limited to:
 - 1.12.1.3.1. Sex offending behavior, such as Good Lives Model, and
 - 1.12.1.3.2. Intentional fire setting behavior, such as Fire Setting Intervention Program for Mentally Disordered Offenders (FIP-MO).
 - 1.12.1.3.3. Ensuring that all clinical services are implemented with an evidence based interpersonal approach.
 - 1.12.1.3.4. Monitoring the quality of services, enhancing the quality of services, and preventing treatment failure with the use of Feedback-Informed Treatment.

1.12.1.4. Development and implementation of person-centered behavior support plans to support the safety and individualized needs of population. All plans shall be reviewed with individuals, teams,

**New Hampshire Department of Health and Human Services
Intensive Treatment Services Housing and Homelessness Initiative**

EXHIBIT B

and guardians, as applicable, and presented to the Area Agency's Human Rights Committees for approval. All plans must adhere to the expectations outlined in the applicable New Hampshire Administrative Rule(s).

1.12.1.5. Psychological and other clinical evaluations or linkage to consulting professionals, including alcohol or substance abuse evaluations, as determined necessary by an individual's treating clinicians.

1.13. Service Planning

1.13.1. The Grantee must work closely with the each individual's team, Area Agency, case management agency if applicable, and guardian if applicable, to address the responsibility for:

1.13.1.1. Service provision and planning in accordance with New Hampshire Administrative Rule He-M 503, and discharge planning responsibilities.

1.13.2. The Grantee must ensure all treatment planning includes:

1.13.2.1. Access to safe specifically selected and approved supervised community outings at locations that afford individuals the ability to demonstrate community living skills and risk management replacement behaviors.

1.13.2.2. Details of the anticipated time frame and an individualized discharge plan, as the first goal of any treatment planning.

1.13.2.3. A collaborative effort between mental health providers, medical services, and each individual's multidisciplinary team.

1.13.2.4. Opportunities to pursue community activities such as leisure, vocational, and volunteer efforts to demonstrate readiness and progress toward discharge planning.

1.13.2.5. Monthly reports issued by the Grantee's clinicians to the members of each individual's team.

1.13.2.6. Assessing all data for each individual, including clinician's notes and daily documentation to determine readiness for decreased supervision, and ultimately discharge.

1.14. Security and Safety

1.14.1. The Grantee must ensure the following components are in place relative to safety and security:

1.14.1.1. Upon admission, and until further assessments can be conducted and an individualized behavior plan is developed, and

**New Hampshire Department of Health and Human Services
Intensive Treatment Services Housing and Homelessness Initiative**

EXHIBIT B

implemented, provide all individuals with a minimum of 2:3 ratio staffing in the home and 1:1 ratio staffing in the community, including the property the home is located on. The Grantee must increase staffing should the individual's behavior indicate this is necessary to maintain safety and security.

- 1.14.1.2. Protocol for minimizing and safely responding to instances of an individual becoming absent without supervision (elopement) in each individual's person-centered behavior support plans for, as applicable.
- 1.14.1.3. A community trip planning procedure to ensure that, with minimal exceptions, typical outings are pre-planned and approved by appropriate staff. As a general practice, staff and the individual must review all aspects of the outing together prior to leaving, including the purpose and expectations for safety, as well as ramifications/contingencies that will be necessary in the event of unsafe behavior in the community.
- 1.14.1.4. Upon admission, and until further assessments can be conducted and an individual behavior plan refined and revised over time, ensure environmental restrictions based on the intended population indicated (with some variation) in each behavior plan. Common restrictions include, but are not limited to:
 - 1.14.1.4.1. Locked sharps, chemicals, and ignition materials.
 - 1.14.1.4.2. Restricted media access and limitations on media content to be accessed based on the person-centered needs of the intended populace served.
 - 1.14.1.4.3. Prohibition of alcohol and other controlled substances.
 - 1.14.1.4.4. Approved phone contact list and procedures governing safe use and potentially supervised use of the phone.
 - 1.14.1.4.5. Limitations on the location of community access, including, but not limited to, no access to locations where children frequent that are not incidental in nature, no contact with individuals under 18, and no contact with victims, for behavior plans that support individuals with a history of problematic sexual behavior.
 - 1.14.1.4.6. Random room searches, conducted on no less than a weekly basis.

**New Hampshire Department of Health and Human Services
Intensive Treatment Services Housing and Homelessness Initiative**

EXHIBIT B

- 1.14.1.4.7. Door alarms, chimes, window alarms, and/or door locks.
- 1.14.1.4.8. Delayed egress system, typically utilized in homes supporting individuals with a history of unsafe elopement.
- 1.14.2. Upon completion of assessments and revision of the individualized behavior plan approved by each individual and/or his or her guardian and the local human rights committee, implement only those environmental restrictions included in the plan;
- 1.14.3. All staff have access to emergency on call support, available twenty-four hours a day, seven days per week and a means of contacting management and additional support for consultation and assistance in the event of need for crisis prevention or intervention; and
- 1.14.4. An Unsafe and Inappropriate Materials Policy and Procedure that provide guidelines with which all visitors and staff are to comply to ensure safety of individuals, staff, and visitors.
- 1.15. Staffing
 - 1.15.1. The Grantee must provide the necessary staff in accordance with best practices for ITS homes that includes at a minimum:
 - 1.15.1.1. An administrator or director responsible for the overall operation of the ITS home;
 - 1.15.1.2. A clinical director or senior clinician responsible for all services provided to individuals admitted to the ITS home;
 - 1.15.1.3. A program manager to serve as the liaison between the Grantee and external team for each individual served; and
 - 1.15.1.4. Clinicians as are necessary to meet the treatment needs of the individuals served including a designated clinician with responsibility for each location to facilitate weekly individual and group therapy and provide a fully integrated milieu approach to meet the needs of individuals as well as staff.
 - 1.15.2. The Grantee must ensure all incoming staff participate in an orientation and training process, including job shadowing as appropriate, and ensure no staff work directly with any individuals until this training is complete.
 - 1.15.3. The Grantee must ensure all staff participate in professional development trainings. Examples of appropriate initial and ongoing trainings include, but are not limited to the following:
 - 1.15.3.1. General behavior plan to be followed upon each admission;

**New Hampshire Department of Health and Human Services
Intensive Treatment Services Housing and Homelessness Initiative**

EXHIBIT B

- 1.15.3.2. Service agreement, behavior plan, risk management plan;
- 1.15.3.3. Any other specific plans for each individual;
- 1.15.3.4. Crisis Intervention System;
- 1.15.3.5. Virtual Direct Support Professional Training using the Relias software application;
- 1.15.3.6. Fire safety;
- 1.15.3.7. Human rights and mandated reporting;
- 1.15.3.8. Cardio Pulmonary Resuscitation (CPR)/First aid;
- 1.15.3.9. Trainings specific to clinical approach/treatment modalities
- 1.15.3.10. Positive Behavior Supports.
- 1.15.3.11. Administrative Rule He-M 1201 relative to medication administration;
- 1.15.3.12. Any other pertinent New Hampshire Administrative Rule based on services
- 1.15.3.13. Health Insurance Portability and Accountability Act (HIPPA); and
- 1.15.3.14. Contractor policies and procedures.

1.16. Policies and Procedures

1.16.1. The Grantee must:

- 1.16.1.1. Have written policies and procedures in accordance with New Hampshire Administrative Rules that include at a minimum:
 - 1.16.1.1.1. Supervision levels and the monitoring of individuals, including the use of electronic or other security devices as applicable;
 - 1.16.1.1.2. Accessing police and fire department and emergency medical technician (EMT) services; and
 - 1.16.1.1.3. Investigation, review, and remediation of accidents, injuries, and safety hazards.
- 1.16.1.2. Have written policies that describe how discharge planning and transitioning individuals to less restrictive settings in the community will be achieved.
- 1.16.1.3. Have an emergency evacuation plan that ensures the rapid evacuation of the facility in the event of fire or other life threatening emergencies.

**New Hampshire Department of Health and Human Services
Intensive Treatment Services Housing and Homelessness Initiative**

EXHIBIT B

1.16.1.4. Have a policy for housing non-ambulatory individuals in wheelchair-accessible areas only, consistent with the Americans with Disabilities Act.

1.16.1.5. Have policies and procedures governing seclusion and restraint that shall be consistent with He-M 310.

1.17. Reporting

1.17.1. The Grantee must submit a quarterly report for each target property after the property is placed in service to provide services, which must include, but is not limited to:

1.17.1.1. Number of residents living at property;

1.17.1.2. Any change to residents living at property since most recent quarterly report;

1.17.1.3. A list of expenses paid to sustain the property, including, but not limited to:

1.17.1.3.1. Taxes.

1.17.1.3.2. Maintenance and repairs.

1.17.1.3.3. Utilities.

1.17.1.4. A narrative description of any unusual events or activities pertaining to the property, including, but not limited to:

1.17.1.5. Each event resulting in an Incident Report, including a copy of the Incident Report.

1.17.1.6. A description of any accidents of injuries occurring at the property;

1.17.1.7. Individual progress notes for each individual residing at the property.

1.17.2. The Grantee will participate in meetings with the Department on a quarterly basis, or as otherwise requested by the Department.

2. Exhibits Incorporated

2.1. The Grantee 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 F, Business Associate Agreement, which has been executed by the parties.

2.2. The Grantee must manage all confidential data related to this Agreement in accordance with the terms of Exhibit E, DHHS Information Security Requirements.

**New Hampshire Department of Health and Human Services
Intensive Treatment Services Housing and Homelessness Initiative**

EXHIBIT B

2.3. The Grantee must comply with all Exhibits D through F, which are attached hereto and incorporated by reference herein.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

3.1.1. The Grantee 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.

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

3.2.1. The Grantee must submit, within ten (10) business 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.

3.3. Credits and Copyright Ownership

3.3.1. 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."

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

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

- 3.3.3.1. Brochures.
- 3.3.3.2. Resource directories.
- 3.3.3.3. Protocols or guidelines.
- 3.3.3.4. Posters.
- 3.3.3.5. Reports.

**New Hampshire Department of Health and Human Services
Intensive Treatment Services Housing and Homelessness Initiative**

EXHIBIT B

- 3.3.4. The Grantee must not reproduce any materials produced under the Agreement without prior written approval from the Department.
- 3.4. Operation of Facilities: Compliance with Laws and Regulations
- 3.4.1. In the operation of any facilities for providing services, the Grantee 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 Grantee 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 Grantee 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 Grantee 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.

4. Records

- 4.1. The Grantee must keep records that include, but are not limited to:
- 4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Grantee in the performance of the Contract, and all income received or collected by the Grantee.
- 4.1.2. 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.
- 4.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records must include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

**New Hampshire Department of Health and Human Services
Intensive Treatment Services Housing and Homelessness Initiative**

EXHIBIT B

- 4.1.4. Medical records on each patient/recipient of services.
- 4.2. 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.
- 4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Grantee 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 Grantee.

**New Hampshire Department of Health and Human Services
Intensive Treatment Services Housing and Homelessness Initiative**

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 100% Federal funds, Section 9817 of the American Rescue Plan Act of 2021, by the Centers for Medicare and Medicaid Services, ALN #93.778.
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Grantee 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. 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 Exhibit C-1, SFY 2024 Budget and Exhibit C-2, SFY 2025 Budget.
4. The Department may recoup payments made under this Agreement, in whole or in part, in the event of an Event of Default that is not timely cured in accordance with Paragraph 11 of the General Provisions.
5. The Grantee shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Grantee shall ensure each invoice:
 - 5.1. Includes the Grantee's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 5.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
 - 5.3. Identifies and requests payment for allowable costs incurred in the previous month.
 - 5.4. 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.
 - 5.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
 - 5.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to dhhs.bdsinvoices@dhhs.nh.gov or mailed to:

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

**New Hampshire Department of Health and Human Services
Intensive Treatment Services Housing and Homelessness Initiative**

EXHIBIT C

6. The Department shall make payment to the Grantee within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
7. The Grantee shall not incur actual expenditures in the fulfillment of this Agreement after March 31, 2025. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the properties are placed in service, defined as the day the first individual takes up residence at the property, or no later than forty (40) days after March 31, 2025, whichever is earlier.
8. Notwithstanding Paragraph 20 of the Form G-1, General Provisions; changes limited to adjusting amounts within the Grant 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.
9. Audits
 - 9.1. The Grantee must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
 - 9.1.1. Condition A - The Grantee 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.
 - 9.1.2. Condition B - The Grantee 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.
 - 9.1.3. Condition C - The Grantee is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 9.2. If Condition A exists, the Grantee 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 Grantee'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.
 - 9.2.1. The Grantee shall submit a copy of any Single Audit findings and any associated corrective action plans. The Grantee shall submit quarterly progress reports on the status of implementation of the corrective action plan.

**New Hampshire Department of Health and Human Services
Intensive Treatment Services Housing and Homelessness Initiative**

EXHIBIT C

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- 9.3. If Condition B or Condition C exists, the Grantee shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Grantee's fiscal year.
- 9.4. Any Grantee that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Grantee is high-risk.
- 9.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Grantee that the Grantee shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.
10. Property Standards
- 10.1. Real property.
- 10.1.1. Except as otherwise provided by State statutes or by the Department, the Grantee must use the real property for the purpose originally authorized by the State as long as needed for that purpose, during which time the Grantee must:
- 10.1.1.1. Not dispose of or encumber its title or other interests without prior State approval.
- 10.1.1.2. Submit an annual report to the State as required in Exhibit B, Scope of Services, Subsection 1.11. Reporting, to confirm the real property continues to be used for the originally authorized purpose. When real property is no longer needed for the originally authorized purpose, the Grantee must obtain disposition instructions from the State. The instructions must provide for one of the following alternatives:
- 10.1.1.2.1. Retain title after compensating the State. The amount paid to the State will be computed by applying the State's percentage of participation in the cost of the original purchase (and costs of any improvements) to the fair market value of the property; However, in those situations where the Grantee is disposing of real property acquired or improved

**New Hampshire Department of Health and Human Services
Intensive Treatment Services Housing and Homelessness Initiative**

EXHIBIT C

with State funds and acquiring replacement real property prior to expiration of this Agreement and any amendment thereof, the net proceeds from the disposition may be used as an offset to the cost of the replacement property;

10.1.1.2.2. Sell the property and compensate the State. The amount due to the State will be calculated by applying the State's percentage of participation in the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the State appropriation funding this Agreement or any amendment thereof has not been closed out, the net proceeds from sale may be offset against the original cost of the property. When the Grantee is directed to sell property, sales procedures must be followed that provide for competition to the extent practicable and result in the highest possible return; or

10.1.1.2.3. Transfer title to a third party designated/approved by the State. The Grantee is entitled to be paid an amount calculated by applying the State's percentage of participation in the purchase of the real property (and cost of any improvements) to the current fair market value of the property.

10.2. Equipment.

10.2.1. Equipment means tangible personal property (including information technology systems) purchased in whole or in part with State funds and that has a useful life of more than one (1) year and a per-unit acquisition cost which equals or exceeds \$5,000.

10.2.2. Subject to the obligations and conditions set forth in this section, title to equipment acquired with State funds will vest upon

**New Hampshire Department of Health and Human Services
Intensive Treatment Services Housing and Homelessness Initiative**

EXHIBIT C

acquisition in the Grantee subject to the following conditions.
The Grantee must:

- 10.2.2.1. Use the equipment for the authorized purposes of the project during the period of performance, or until the property is no longer needed for the purposes of the project.
 - 10.2.2.2. Not encumber the property without approval of the State.
 - 10.2.2.3. Use and dispose of the property in accordance with Paragraph 9.3., Paragraph 9.3.1. and Paragraph 9.3.5.
- 10.2.3. Use.
- 10.2.3.1. Equipment must be used by the Grantee in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by State funds, and the Grantee must not encumber the property without prior approval of the State. When no longer needed for the original program or project, the equipment may be used in other activities funded by the State.
 - 10.2.3.2. During the time that equipment is used on the project or program for which it was acquired, the Grantee must also make equipment available for use on other projects or programs currently or previously supported by the State, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by the State that financed the equipment. Use for non-State-funded programs or projects is also permissible with approval from the State.
 - 10.2.3.3. When acquiring replacement equipment, the Grantee may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.
- 10.2.4. Management requirements. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part with State funding, until disposition

**New Hampshire Department of Health and Human Services
Intensive Treatment Services Housing and Homelessness Initiative**

EXHIBIT C

takes place will, as a minimum, meet the following requirements:

- 10.2.4.1. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property, who holds title, the acquisition date, and cost of the property, percentage of State participation in the project costs for the Agreement under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- 10.2.4.2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.
- 10.2.4.3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
- 10.2.4.4. Adequate maintenance procedures must be developed to keep the property in good condition.
- 10.2.4.5. If the Grantee is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
- 10.2.5. Disposition. When original or replacement equipment acquired with State funds is no longer needed for the original project or program or for other activities currently or previously supported by the State, except as otherwise provided by State statutes or in this Agreement, the Grantee must request disposition instructions from the State. Disposition of the equipment will be made as follows:
 - 10.2.5.1. Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the State.
 - 10.2.5.2. Items of equipment with a current per-unit fair-market value in excess of \$5,000 may be retained by the Grantee or sold. The State is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the State's percentage of

**New Hampshire Department of Health and Human Services
Intensive Treatment Services Housing and Homelessness Initiative**

EXHIBIT C

participation in the cost of the original purchase. If the equipment is sold, the State may permit the Grantee to deduct and retain from the State's share \$500 or ten (10) percent of the proceeds, whichever is less, for its selling and handling expenses.

10.2.5.3. The Grantee may transfer title to the property to an eligible third party provided that, in such cases, the Grantee must be entitled to compensation for its attributable percentage of the current fair market value of the property.

10.2.5.4. In cases where the Grantee fails to take appropriate disposition actions, the State may direct the Grantee to take disposition actions.

11. Property Relationship and Liens

11.1. Real property, equipment, and intangible property, that are acquired or improved with State funds must be maintained and preserved in good order by the Grantee for the beneficiaries of the project or program under which the property was acquired or improved. The State may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with State funds and that use and disposition conditions apply to the property.

New Hampshire Department of Health and Human Services		
Complete one budget form for each budget period.		
Contractor Name:	Gateways Community Services	
Budget Request for:	Intensive Treatment Housing Grant	
Budget Period	FY 2024	
Indirect Cost Rate (If applicable)	0.00%	
Line Item	Program Cost - Funded by DHHS	Budget Narrative <i>Explain specific line item costs included and their direct relationship to meeting the objectives of this solicitation.</i>
1. Salary & Wages	\$0	
2. Fringe Benefits	\$0	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0	
5.(a) Supplies - Educational	\$0	
5.(b) Supplies - Lab	\$0	
5.(c) Supplies - Pharmacy	\$0	
5.(d) Supplies - Medical	\$0	
5.(e) Supplies Office	\$0	
8. (a) Other - Marketing/ Communications	\$0	
8. (b) Other - Education and Training	\$0	
8. (c) Other - Other (specify below)		
<i>Renovation of current building</i>	\$330,000	Construction cost to renovate the current property into a ITS property based on \$250 - \$300 square foot. Including demolition and rebuild on already owned land. The construction is expected to take two fiscal years to complete.
	\$0	
	\$0	
<i>Other (please specify)</i>	\$0	
9. Subrecipient Contracts	\$0	
Contracted Property Manager	\$15,000	
Total Direct Costs	\$345,000	
Total Indirect Costs	\$0	
TOTAL	\$345,000	

New Hampshire Department of Health and Human Services		
Contractor Name:	Area Agency of Greater Nashua, Inc. dba Gateways Community Services	
Budget Request for:	Intensive Treatment Housing Grant	
Budget Period	FY 2025	
Indirect Cost Rate (if applicable)	0.00%	
Line Item	Program Cost - Funded by DHHS	Budget Narrative <i>Explain specific line item costs included and their direct relationship to meeting the objectives of this solicitation.</i>
1. Salary & Wages	\$0	
2. Fringe Benefits	\$0	
3. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0	
4.(a) Supplies - Educational	\$0	
4.(b) Supplies - Lab	\$0	
4.(c) Supplies - Pharmacy	\$0	
4.(d) Supplies - Medical	\$0	
4.(e) Supplies Office	\$0	
5. (a) Other - Marketing/ Communications	\$0	
6. (b) Other - Education and Training	\$0	
7. (c) Other - Other (specify below)		
<i>Renovation of current building</i>	\$220,000	The construction cost to renovate the current property into a ITS property based on \$250 - \$300 square foot. This is the estimated cost of construction in the second two fiscal year
<i>Property Project Management</i>	\$0	
<i>Furnishing for the home</i>	\$25,000	The property will need furnishing for the home for the clients
<i>Other (please specify)</i>	\$0	
8. Subrecipient Contracts	\$0	
Contracted Property Manager	\$10,000	
Contracted Service Provider	\$42,170	
Total Direct Costs	\$297,170	
Total Indirect Costs	\$0	
TOTAL	\$297,170	

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION A: CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR CONTRACTORS 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 contractors (and by inference, sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a contractor (and by inference, 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 Agreement 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 Agreement. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of Agreements, 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 Contractor 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 Contractor'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 Contractor'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 Agreement 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 Agreement, 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 contract officer on whose contract activity the convicted employee was working, unless the Federal

v1 6/23

Exhibit D
Federal Requirements

Contractor's Initials SP
Date 8/30/2023

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

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- agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected Agreement;
- 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 Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific Agreement.

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.

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION B: CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, loan, or cooperative agreement (and by specific mention 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, loan, or cooperative agreement (and by specific mention sub- contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, see <https://omb.report/icr/201009-0348-022/doc/20388401>
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, 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.

v1 6/23

Exhibit D
Federal Requirements

Contractor's Initials DS
SP
Date 8/30/2023

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION C: 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 Agreement, 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 Agreement 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 <https://www.govinfo.gov/app/details/CFR-2004-title45-vol1/CFR-2004-title45-vol1-part76/context>.
6. The prospective primary participant agrees by submitting this Agreement 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) at <https://www.ecfr.gov/current/title-22/chapter-V/part-513>.

v1 6/23

Exhibit D
Federal Requirements

Contractor's Initials SP
Date 8/30/2023

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (Agreement), 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 (Agreement).
14. The prospective lower tier participant further agrees by submitting this proposal (Agreement) 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.

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION D: CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS, WHISTLEBLOWER PROTECTIONS, CLEAN AIR AND CLEAN WATER ACT

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 subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

1. 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;
2. 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;
3. 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);
4. 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;
5. 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;
6. 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;
7. 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;
8. 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;
9. 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~~

v1 6/23

Exhibit D
Federal Requirements

Contractor's Initials SP
Date 8/30/2023

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

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.

10. The Clean Air Act (42 U.S.C. 7401-7671q.) which seeks to protect human health and the environment from emissions that pollute ambient, or outdoor, air.

11. The Clean Water Act (33 U.S.C. 1251-1387) which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters.

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

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

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

1. By signing and submitting this Agreement, the Contractor agrees to comply with the provisions indicated above.

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION E: 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 Agreement, 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.

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

SECTION F: 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 \$30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$30,000 or more. If the initial award is below \$30,000 but subsequent grant modifications result in a total award equal to or over \$30,000, 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 sub award 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 Entity Identifier (SAM UEI; DUNS#)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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

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

v1 6/23

Exhibit D
Federal Requirements

Contractor's Initials 
Date 8/30/2023

New Hampshire Department of Health and Human Services Exhibit D – Federal Requirements

FORM A

As the Grantee 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?

 NO X 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 X YES

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

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

Name: _____	Amount: _____

Contractor Name:

8/30/2023

Date:

DocuSigned by:

Sandy Pelletier

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Name: Sandy Pelletier

Title: President/CEO

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v1 6/23

Exhibit D
Federal Requirements

Contractor's Initials
Date 8/30/2023

New Hampshire Department of Health and Human Services

Exhibit E

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 confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "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

Contractor Initials

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New Hampshire Department of Health and Human Services

Exhibit E

DHHS Information Security Requirements

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.

7. "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 DHHS data.
8. "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.
9. "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.
10. "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.
11. "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.
12. "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.

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New Hampshire Department of Health and Human Services

Exhibit E

DHHS Information Security Requirements

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. If DHHS notifies the Contractor that DHHS 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 Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS 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 DHHS 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 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 DHHS data containing 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 DHHS 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.

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New Hampshire Department of Health and Human Services

Exhibit E

DHHS Information Security Requirements

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 data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process 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 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 Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
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, antihacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.

Contractor Initials

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New Hampshire Department of Health and Human Services

Exhibit E

DHHS Information Security Requirements

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 data upon request or contract termination; and will obtain written certification for any State of New Hampshire 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 State of New Hampshire 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 data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate 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 DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

Contractor Initials

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New Hampshire Department of Health and Human Services

Exhibit E

DHHS Information Security Requirements

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact 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 Department confidential information.
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 the Department 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 Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department 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 the Department.
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

Contractor Initials

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New Hampshire Department of Health and Human Services

Exhibit E

DHHS Information Security Requirements

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/doi/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 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 DHHS 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.

Contractor Initials

OS
SP

New Hampshire Department of Health and Human Services

Exhibit E

DHHS Information Security Requirements

- 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 data derived from DHHS 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, including any derivative files containing personally identifiable information, and in all cases, such 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

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;

Contractor Initials

DS
SP

New Hampshire Department of Health and Human Services

Exhibit E

DHHS Information Security Requirements

4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov B.

DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

New Hampshire Department of Health and Human Services

Exhibit F

BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement (Form P-37) ("Agreement"), and any of its agents who receive use or have access to protected health information (PHI), as defined herein, shall be referred to as the "Business Associate." The State of New Hampshire, Department of Health and Human Services, "Department" shall be referred to as the "Covered Entity." The Contractor and the Department are collectively referred to as "the parties."

The parties agree, to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191, the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162, and 164 (HIPAA), provisions of the HITECH Act, Title XIII, Subtitle D, Parts 1&2 of the American Recovery and Reinvestment Act of 2009, 42 USC 17934, et sec., applicable to business associates, and as applicable, to be bound by the provisions of the Confidentiality of Substance Use Disorder Patient Records, 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2), as any of these laws and regulations may be amended from time to time.

(1) Definitions.

- a. The following terms shall have the same meaning as defined in HIPAA, the HITECH Act, and Part 2, as they may be amended from time to time:

"Breach," "Designated Record Set," "Data Aggregation," "Designated Record Set," "Health Care Operations," "HITECH Act," "Individual," "Privacy Rule," "Required by law," "Security Rule," and "Secretary."

- b. Business Associate Agreement, (BAA) means the Business Associate Agreement that includes privacy and confidentiality requirements of the Business Associate working with PHI and as applicable, Part 2 record(s) on behalf of the Covered Entity under the Agreement.
- c. "Constructively Identifiable," means there is a reasonable basis to believe that the information 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.
- d. "Protected Health Information" ("PHI") as used in the Agreement and the BAA, means protected health information defined in HIPAA 45 CFR 160.103, limited to the information created, received, or used by Business Associate from or on behalf of Covered Entity, and includes any Part 2 records, if applicable, as defined below.
- e. "Part 2 record" means any patient "Record," relating to a "Patient," and "Patient Identifying Information," as defined in 42 CFR Part 2.11.
- f. "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.

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

- a. Business Associate shall not use, disclose, maintain, store, or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under the Agreement. Further, Business Associate, including but not limited to all its directors,

Exhibit F

Contractor Initials SP

New Hampshire Department of Health and Human Services

Exhibit F

officers, employees, and agents, shall protect any PHI as required by HIPAA and 42 CFR Part 2, and not use, disclose, maintain, store, or transmit PHI in any manner that would constitute a violation of HIPAA or 42 CFR Part 2.

- b. Business Associate may use or disclose PHI, as applicable:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, according to the terms set forth in paragraph c. and d. below;
 - III. According to the HIPAA minimum necessary standard;
 - IV. For data aggregation purposes for the health care operations of the Covered Entity; and
 - V. Data that is de-identified or aggregated and remains constructively identifiable may not be used for any purpose outside the performance of the Agreement.
- c. To the extent Business Associate is permitted under the BAA or the Agreement to disclose PHI to any third party or subcontractor prior to making any disclosure, the Business Associate must obtain, a business associate agreement with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity, are included in those business associate agreements with the third party or subcontractor.
- d. The Business Associate shall not, disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure, the Business Associate agrees to refrain from disclosing the PHI and shall cooperate with the Covered Entity in any effort the Covered Entity undertakes to contest the request for disclosure, subpoena, or other legal process. If applicable relating to Part 2 records, the Business Associate shall resist any efforts to access part 2 records in any judicial proceeding.

(3) Obligations and Activities of Business Associate.

- a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of all PHI in accordance with HIPAA Privacy Rule and Security Rule with regard to electronic PHI, and Part 2, as applicable.
- b. The Business Associate shall immediately notify the Covered Entity's Privacy Officer at the following email address, DHHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that any use or disclosure not provided for by its contract, including any known or suspected privacy or security incident or breach has occurred potentially exposing or compromising the PHI. This includes inadvertent or accidental uses or disclosures or breaches of unsecured protected health information.
- c. In the event of a breach, the Business Associate shall comply with the terms of this Business Associate Agreement, all applicable state and federal laws and regulations and any additional requirements of the Agreement.
- d. The Business Associate shall perform a risk assessment, based on the information available at the time it becomes aware of any known or suspected privacy or security breach as described above and communicate the risk assessment to the Covered Entity. The risk assessment shall include, but not be limited to:

- I. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;

Exhibit F

Contractor Initials SP

New Hampshire Department of Health and Human Services

Exhibit F

- II. The unauthorized person who accessed, used, disclosed, or received the protected health information;
 - III. Whether the protected health information was actually acquired or viewed; and
 - IV. How the risk of loss of confidentiality to the protected health information has been mitigated.
- e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in a written report to the Covered Entity as soon as practicable after the conclusion of the Business Associate's investigation.
 - f. 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 US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule, and Part 2, if applicable.
 - g. Business Associate shall require all of its business associates that receive, use or have access to PHI under the BAA to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein and an agreement that the Covered Entity shall be considered a direct third party beneficiary of all the Business Associate's business associate agreements.
 - h. Within ten (10) 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 BAA and the Agreement.
 - i. 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.
 - j. 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.
 - k. Business Associate shall document any disclosures of PHI and information related to any 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.
 - l. 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.
 - m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within five (5) SP

Exhibit F

Contractor Initials SP

New Hampshire Department of Health and Human Services

Exhibit F

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.

- n. Within thirty (30) 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-ups of such PHI in any form or platform.
 - l. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, or if retention is governed by state or federal law, 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 as long as the 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

Covered Entity shall post a current version of the Notice of the Privacy Practices on the Covered Entity's website: <https://www.dhhs.nh.gov/oos/hipaa/publications.htm> in accordance with 45 CFR Section 164.520.

- a. 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 BAA, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- b. 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 of Agreement for Cause

In addition to the General Provisions (P-37) of the Agreement, the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the Business Associate Agreement. 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.

(6) Miscellaneous

- a. Definitions, Laws, and Regulatory References. All laws and regulations used, herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in HIPAA or 42 Part 2, means the Section as in effect or as amended.
- b. Change in law. Covered Entity and Business Associate agree to take such action as is necessary from time to time for the Covered Entity and/or Business Associate to

Exhibit F

Contractor Initials SP

New Hampshire Department of Health and Human Services

Exhibit F

- comply with the changes in the requirements of HIPAA, 42 CFR Part 2 other 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 BAA and the Agreement shall be resolved to permit Covered Entity and the Business Associate to comply with HIPAA and 42 CFR Part 2.
 - e. Segregation. If any term or condition of this BAA 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 BAA are declared severable.
 - f. Survival. Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the BAA in section (3) n.l., the defense and indemnification provisions of section (3) g. and Paragraph 13 of the General Provisions (P-37) of the Agreement, shall survive the termination of the BAA.

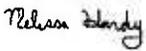
IN WITNESS WHEREOF, the parties hereto have duly executed this Business Associate Agreement.

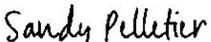
Department of Health and Human Services

Area Agency of Greater Nashua, Inc.

The State

Name of the Contractor

DocuSigned by:

 1323A24040DF485...

DocuSigned by:

 4AFBE5982E0C478

Signature of Authorized Representative

Signature of Authorized Representative

Melissa Hardy

Sandy Pelletier

Name of Authorized Representative

Name of Authorized Representative

Director, DLTS

President/CEO

Title of Authorized Representative

Title of Authorized Representative

8/30/2023

8/30/2023

Date

Date

Exhibit F

Contractor Initials 

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.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

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 GATEWAYS COMMUNITY SERVICES is a New Hampshire Trade Name registered to transact business in New Hampshire on March 20, 2008. 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: 593338

Certificate Number: 0006291314



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of August A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

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, Inc. 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)

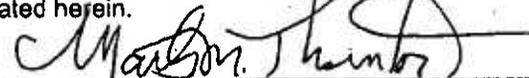
VOTED: That Sandra B. Pelletier, CEO of Gateways Community Services (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Area Agency of Greater Nashua, Inc. 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: 8/30/23



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

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/03/2023

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 E-MAIL ADDRESS: nicole.rhuda@usi.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Area Agency of Greater Nashua, Inc. dba Gateways Community Services 144 Canal Street 1st Floor Nashua, NH 03064	INSURER A: Philadelphia Indemnity Insurance Co.	NAIC # 18058
	INSURER B: Granite State Healthcare & Human Svc WC	NONAIC
	INSURER C: Midwest Employers Casualty Company	23612
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2574797	07/01/2023	07/01/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMPOP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			PHPK2574797	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000			PHUB871952	07/01/2023	07/01/2024	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	HCHS20230000543 3A State: NH	01/01/2023	01/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability			PHPK2574797	07/01/2023	07/01/2024	\$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 Hampshire 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 
--	--

ACORDTM

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

09/07/2023

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY USI Ins Svcs Constr Proj Spec 3 Executive Park Drive, Suite 300 Bedford, NH 03110		PHONE (A/C, No, Ext): 855 874-0123	COMPANY Hanover Insurance Company 440 Lincoln Street Worcester, MA 01653	
FAX (A/C, No): E-MAIL ADDRESS: Nicole.Rhuda@usi.com				
CODE: AGENCY CUSTOMER ID #: 492697				
INSURED Area Agency of Greater Nashua, Inc. dba Gateways Community Services 144 Canal Street 1st Floor Nashua, NH 03064		LOAN NUMBER	POLICY NUMBER IHVJ54120500	
		EFFECTIVE DATE 10/01/23	EXPIRATION DATE 10/01/24	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION
Location #1: 13 Buxton Road, Milford, NH 03055
Building #1: 1 Story Frame Building Under Construction

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 EVIDENCE OF PROPERTY INSURANCE 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.

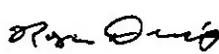
COVERAGE INFORMATION PERILS INSURED BASIC BROAD SPECIAL

COVERAGE/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
BUILDERS RISK COVERAGE INFORMATION		
Limit for Any one "Building or Structure":	\$750,000	\$2,500
Limit for All Buildings or Structures at Any One Job Site	\$750,000	\$2,500
Covered Property in Transit	\$100,000	\$2,500
Covered Property in Temporary Storage	\$100,000	\$2,500
Trees, Plants, Lawn and Shrubs	\$25,000	\$2,500

REMARKS (Including Special Conditions)
 ***** Description of Operations *****
RE: Location: 13 Buxton Road, Milford, NH 03055
 State of New Hampshire is included as an Additional Insured on the Builders Risk policy, as their interest may appear with respect to the premises referenced above.
 (See Attached Remarks)

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.

ADDITIONAL INTEREST

NAME AND ADDRESS State of New Hampshire 129 Pleasant Street Concord, NH 03301	<input checked="" type="checkbox"/>	ADDITIONAL INSURED	LENDER'S LOSS PAYABLE <input type="checkbox"/> LOSS PAYEE
	<input type="checkbox"/>	MORTGAGEE	
LOAN #			
AUTHORIZED REPRESENTATIVE 			



*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



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





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.

Board of Directors
Area Agency of Greater Nashua, Inc. d/b/a Gateways Community Services
and Area Agency Properties, Inc.
Page 2

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

**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

	<u>2022</u>	<u>2021</u>
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	<u>99,606</u>	<u>174,514</u>
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	<u>48,019</u>	<u>51,991</u>
Total assets	<u>\$ 19,439,905</u>	<u>\$ 18,245,228</u>
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	<u>485,034</u>	<u>639,880</u>
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	<u>9,308</u>	<u>72,312</u>
Total liabilities	<u>9,994,820</u>	<u>10,258,774</u>
Net assets		
Without donor restrictions	9,212,775	7,658,545
With donor restrictions	<u>232,310</u>	<u>327,909</u>
Total net assets	<u>9,445,085</u>	<u>7,986,454</u>
Total liabilities and net assets	<u>\$ 19,439,905</u>	<u>\$ 18,245,228</u>

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 Activities

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

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>2022 Total</u>	<u>2021 Total</u>
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	<u>109,925</u>	<u>(109,925)</u>	<u>-</u>	<u>-</u>
Total revenue and support	<u>65,660,356</u>	<u>(95,599)</u>	<u>65,564,757</u>	<u>59,728,501</u>
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	<u>5,097,377</u>	<u>-</u>	<u>5,097,377</u>	<u>4,631,202</u>
Total program services	<u>60,167,969</u>	<u>-</u>	<u>60,167,969</u>	<u>54,652,683</u>
Supporting services				
General management	3,845,985	-	3,845,985	3,224,212
Fundraising	<u>92,172</u>	<u>-</u>	<u>92,172</u>	<u>139,218</u>
Total supporting services	<u>3,938,157</u>	<u>-</u>	<u>3,938,157</u>	<u>3,363,430</u>
Total operating expenses	<u>64,106,126</u>	<u>-</u>	<u>64,106,126</u>	<u>58,016,113</u>
Change in net assets	1,554,230	(95,599)	1,458,631	1,712,388
Net assets, beginning of year	<u>7,658,545</u>	<u>327,909</u>	<u>7,986,454</u>	<u>6,274,066</u>
Net assets, end of year	<u>\$ 9,212,775</u>	<u>\$ 232,310</u>	<u>\$ 9,445,085</u>	<u>\$ 7,986,454</u>

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 Activities

For the Year Ended June 30, 2021

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
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	<u>181,933</u>	<u>(181,933)</u>	<u>-</u>
Total revenue and support	<u>59,864,779</u>	<u>(136,278)</u>	<u>59,728,501</u>
Operating expenses			
Program services			
Adult services	46,213,018	-	46,213,018
Children services	3,808,463	-	3,808,463
Elder services	<u>4,631,202</u>	<u>-</u>	<u>4,631,202</u>
Total program services	<u>54,652,683</u>	<u>-</u>	<u>54,652,683</u>
Supporting services			
General management	3,224,212	-	3,224,212
Fundraising	<u>139,218</u>	<u>-</u>	<u>139,218</u>
Total supporting services	<u>3,363,430</u>	<u>-</u>	<u>3,363,430</u>
Total operating expenses	<u>58,016,113</u>	<u>-</u>	<u>58,016,113</u>
Change in net assets	1,848,666	(136,278)	1,712,388
Net assets, beginning of year	<u>5,809,879</u>	<u>464,187</u>	<u>6,274,066</u>
Net assets, end of year	<u>\$ 7,658,545</u>	<u>\$ 327,909</u>	<u>\$ 7,986,454</u>

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.

**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.

**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

	<u>2022</u>	<u>2021</u>
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	<u>(2,916)</u>	<u>(5,496)</u>
Net cash provided by operating activities	<u>1,970,851</u>	<u>1,327,105</u>
Cash flows from investing activities		
Change in deposits	(32,683)	-
Acquisition of property and equipment	<u>(322,101)</u>	<u>(224,100)</u>
Net cash used by investing activities	<u>(354,784)</u>	<u>(224,100)</u>
Cash flows from financing activities		
Payments on long-term debt	<u>(78,466)</u>	<u>(97,426)</u>
Net increase in cash	1,537,601	1,005,579
Cash, beginning of year	<u>7,201,333</u>	<u>6,195,754</u>
Cash, end of year	<u>\$ 8,738,934</u>	<u>\$ 7,201,333</u>
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	<u>(235,956)</u>	<u>457,213</u>
Net cash provided by operating activities	<u>\$ 1,970,851</u>	<u>\$ 1,327,105</u>

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.

**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

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.

**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

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:

<u>Description</u>	<u>Estimated Lives</u>
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.

**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

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:

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

3. Property and Equipment

Property and equipment consisted of the following:

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

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.

**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

5. Long-Term Debt

Long-term debt consisted of the following:

	<u>2022</u>	<u>2021</u>
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.	<u>31,451</u>	<u>52,597</u>
	72,312	150,778
Less current portion	<u>(63,004)</u>	<u>(78,466)</u>
	<u>\$ 9,308</u>	<u>\$ 72,312</u>

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:

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

**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

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:

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

**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

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.

**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

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.

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

	<u>2022</u>	<u>2021</u>
Investments - deferred compensation		
Mutual funds	<u>\$ 1,080,404</u>	<u>\$ 1,256,918</u>

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.

**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 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.

**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

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.



**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.

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



**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.

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

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.

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

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 Dawn McNeil & Parker, LLC

Manchester, New Hampshire
November 8, 2022

**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

<u>Federal Grant/Pass-Through Grantor/Program Title</u>	<u>Federal AL Number</u>	<u>Contract/Pass -Through Identifying Number</u>	<u>Total Federal Expenditures</u>
<u>United States Department of Health and Human Services:</u>			
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	<u>1,260</u>
Total United States Department of Health and Human Services			<u>1,910,422</u>
<u>United States Department of Education:</u>			
Pass-through:			
State of New Hampshire Department of Education:			
Special Education – Grants for Infants and Families	84.181	05-95-93- 930010-7852	<u>336,825</u>
Total Expenditures of Federal Awards			<u>\$ 2,247,247</u>

**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.

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:

Table with 2 columns: AL Number, Name of Federal Program or Cluster. Row 1: 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.

**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.

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 Pietravallo* (1997)	Lauren Primmer* (2014)
Lou Primmer* (2015)	Lisa Scheib, MD (2015)
Marc Sadowsky (2013)	Amy Wheeler Teas* (2019)
Jessica Wojcik (2019)	

SANDRA B. PELLETIER

Gateways Community Services, 144 Canal Street, Nashua, NH 03064 www.gatewayscs.org

PROFESSIONAL SUMMARY

Chief Executive of a non-profit organization for the past 38 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)

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

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

University of Maine, Orono, ME
B.A

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

EXPERIENCE

Gateways Community Services, Nashua, NH
President/CEO **1983 - Present**
 Oversees a \$ 65 million private non-profit corporation, 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 3,800 children and adults with disabilities, their families, and elders in need of long-term care in the State of New Hampshire and Massachusetts. Gateways also has key strategic alliances, C2 property corporation and acts as a 25 million Trading Partner. Gateways is supported by the State’s general funds, Federal Medicaid billings, Insurance dollars and Development dollars.

BOARD MEMBERSHIPS

Communitas- Oakland, California	2017 - Present
Rotary of Nashua West, Nashua, NH	2002 - Present
The PLUS Company, Nashua, NH	1996 - Present
CSNI, Concord, NH (founding Board Chair)	1995 - Present
Endowment for Health Foundation, NH – Including a term as President of the Board	2008-2014
New Hampshire Charitable Fund Regional Board	2019- Present
SHARE	2016-2020

Kristen L. Henderson

Objective

To continue as an effective social services professional, utilizing my extensive experience in risk mitigation, advocacy, and management to positively impact and provide support to individuals, families, staff, and agency within the context of the mission and vision.

Summary of Qualifications

- Proven ability to work independently, with diverse populations and teams; as well as managing crises/agency risk mitigation to reach desired outcome.
- Developed Local Risk Management Committee to ensure due diligence related to individuals, teams and related agencies relative to Intensive Treatment Services delivery.
- Participant in state-wide efforts to develop systemic processes and procedures related to risk management.
- Excellent facilitation and interpersonal skills.
- Committed to effective leadership of and within the team.
- 35 years human services experience.
- Strong critical thinking and problem solving skills.
- Ability to provide resource and referral according to needs of the family in order to positively impact quality of life in accordance with their cultural and personal belief systems; providing tools for maximizing skills and abilities.
- Facilitation of agency-wide Diversity, Equity, and Inclusion advisory group to support agency mission.

Skills/Areas of Expertise

Administrative and Management Skills

- Provide oversight of forensic/"at risk" services for the organization. Serving as liaison with the regional forensic psychologist and other related clinicians.
- Plan transition supports from high school to adult services for students and families.
- Handled all facets of residential procedures to include group home living, adult foster care/enhanced family care placements, initiated and supported community based apartments and family support.
- Understand and embrace the importance of effective interaction with all levels of personnel, families, community members and multi-disciplinary teams.
- Organize and coordinate projects including Strategic Planning efforts.

Supervision Skills

- Supervise adult service coordination department and clinical services – staff of 25+ service coordinators including independent contractors, clinical service coordinators and administrative support.
- Manage client centered teams.

- Assure training requirements were met and relevant trainings were identified and supported.
- Provided staffing and supervision for 24 hour programs.
- Interview, hire, train and mentor new employees.
- Supported and motivated as many as 2 5+ employees and subcontractors.

Communication Skills

- Planned, organized and facilitated client centered team meetings.
- Developed and submitted comprehensive planning tools with a historical component for each client.
- Advocate for clients and employees in and out of the service delivery system.
- Coordinated and Facilitated Human Rights Committee for the region.
- Facilitate Service Coordinator Meetings and specific Redesign Processes.
- Facilitated treatment groups to include Anger Management and Human Sexuality.
- Consulted with teams to include risk management and multi-disciplinary professionals.
- Acted as liaison to the regional forensic psychologist and other related clinicians.

Case Management

- Support individuals and families to live good quality, meaningful lives.
- Ability to effect change in a positive way by connecting to supports and services based on need.
- Participant on team to interview, hire, train and mentor new service coordinators.
- Handled the challenge of organizing and coordinating projects, as well as being an integral member of the team.
- Advocate for promoting independence and providing informed consent.
- Supported individuals served to be participants in planning and choice making through empowerment.
- Provided first point of department contact to determine intake needs through a deliberate process.
- Connected individuals and families to community resources.

Employment

1996 to Present Gateways Community Services, Nashua, NH
Senior Director of Adult Services and Service Coordination
Service Coordination Director, Service Coordination Manager,
Service Coordination Supervisor, Senior Service Coordinator,
Forensic Service Coordinator, Transition Service Coordinator

1986 to 1996 The PLUS Company, Inc., Nashua, NH
Program Coordinator, Direct Support Professional

1990 to 2015 The PLUS Company, Inc., Nashua, NH
Home Care Provider Subcontractor

Education

2011 M.S., with high honors, Springfield College, SHS

Major: Human Services
Concentration: Organizational Management and Leadership

2009 B.S., with honors, Springfield College, SHS
Major: Human Services

1984 Nashua High School, Nashua, NH
HS diploma class of 1984

Training

Vicarious Trauma
Safety Cares Training
Mental Health First Aid
START facilitated trainings
Project Management
LEAN Principles Overview
Leadership Series
Safety Trainings for Field Workers/Home Visitors
College of Direct Support Eleven Courses
Bullying in Workplace
Training of Trainers (Mediation, Facilitation, Sexuality and Relationships, Anger Management)
Social Role Valorization
PASSING
Supporting High Risk Individuals in the Community
Domestic and Sexual Violence for DD
ATSA and NHATSA Conferences
Substance Abuse and TBI
Management Skills
Effective Communication
Managing Through Change
Leadership of Self-Managing Teams
Managing Difficult Behavior
Disaster Preparedness Assessment
ID/MH Clinical Education Trainings with Project START

Memberships

Anti-Racism Network
Nashua Autism Network
NH ATSA
SART (Sexual Assault Resource Team, professional action group)
Credentialed Human Service Professional
Pi Gamma Mu, International Honor Society

Volunteer

City of Nashua Public Health Community Health Survey (2011)
Camp Allen, resident camp counselor (summer sessions 1996-1998)
SONH Summer Games/PLUS Co Team (1988-1998)

Various political campaigns (Clinton, Obama, Lynch, Hoades, Shaheen)

Other relevant trainings and certifications are available upon request.

References available and readily furnished upon request.

Heidi Fish

Looking for a full time position in an office setting, I have many years of general customer service. I take pride in my work, providing quality and timely solutions to tasks that are presented to me. I am extremely comfortable with many computer programs as well as learning new systems if need.

Authorized to work in the US for any employer

Work Experience

Business Account Executive -Retention

Comcast Business -Hudson, NH

2019 to 2021

Answering calls in the queue, discussing service order agreements for services and pricing, sending contracts for signatures, submitting orders, multitasking and completing in a timely manner. Maintaining metrics for each call, as well as helping each customer as a business partner with quality service.

House Cleaning Services Supervisor

Lisa B's Cleaning & Crew -Woodstock, VT

2016 to 2019

Cleaning personal and rental homes, as well as business locations. Supervising a cleaning crew making sure the job was completed to the standard of the home owner or business owner. Taking payments and making daily deposits, ordering supplies.

Planter

Sunny Valley Farms - Hollis, NH

2015 to 2016

Machine Operator

Hudson RPM - Nashua, NH

2014 to 2015

Easter Seals: Personal Care Provider Manchester, NH 2014

Book Robot Supervisor

Hudson RPM - Nashua, NH

2013 to 2014

Stock Crew

Dollar Tree -Nashua, NH

2008 to 2011

Move Crew Supervisor

J & M Installations -Chelmsford, MA

1999 to 2006

Education

Certificate of Course Completion in Medical Terminology I

Adult Learning Center - Nashua, NH

2015 to 2016

Certificate of Course Completion in Electronic Medical Records

Adult Learning Center - Nashua, NH

2015 to 2016

Certificate of Course Completion in Medical Billing

Adult Learning Center - Nashua, NH

2015 to 2016

Certificate of Course Completion in Medical Coding

Adult Learning Center - Nashua, NH

2015 to 2016

General Equivalency Diploma

Adult Learning Center - Nashua, NH

1999

Assessments

Sales skills — Highly Proficient

May 2021

Influencing and negotiating with customers

Full results: Highly Proficient

Customer focus & orientation — Familiar

May 2021

Responding to customer situations with sensitivity

Full results: Familiar

Basic bookkeeping — Familiar

June 2021

Calculating and determining the accuracy of financial data

Full results: Familiar

Supervisory skills: Motivating & assessing employees — Proficient

June 2021

Motivating others to achieve objectives and identifying improvements or corrective actions

Full results: Proficient

Business math — Familiar

June 2021

Using basic math to solve problems in a business context

Full results: Familiar

Data entry: Attention to detail – Familiar

July 2021

Maintaining data integrity by detecting errors

Full results: Familiar

Indeed Assessments provides skills tests that are not indicative of a license or certification, or continued development in any professional field.

Additional Information

HIGHLIGHTS OF QUALIFICATIONS

- Great organizational skills as well as multitasking
- Strong interpersonal skills
- Communication skills with people inside or outside of the organization

- Able to adapt to changing situations
- Efficient at completing tasks
- Strong work ethic
- Dependable and trustworthy

SUMMARY OF SKILLS

Technical

- Earned Certification of Completion for: MS Word 2013, Microsoft Excel 2013, PowerPoint 2013
- Utilized Medisoft software
- Familiar with icd10data.com
- Proficient in the use of CPT codes book

Organization

- Systemized electronic filing systems
- Collected data and reported back to management
- Reviewed work orders and revised plans
- Recorded meeting minutes

Customer Service

- Answering telephone inquiries, referring callers to the appropriate departments
- Performed clerical tasks, such as filing
- Restocked storage areas with materials
- Greeted customers
- Process patient admissions or discharge documents

Supervision

- Collaborated with workers and managers to solve work related problems
- Evaluated employee performance
- Assessed training needs to staff and arranged for or provided appropriate instruction

- Prepared and maintained work records and reports of information such as employee time and wages, daily receipts, or inspection results

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Kristen Henderson	Senior Director of Adult Services	\$93,896.65	0	0
Sandy Pelletier	CEO/President	\$222,428.29	0	0
Heidi Fish	Facilities Supervisor	\$43,680.00	0	0