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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  
Fax: 603-271-5166 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

May 20, 2025

Her Excellency, Governor Kelly A. Ayotte  
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 amend an existing contract with Gateways Community Services, Inc. (formerly known as Area Agency of Greater Nashua, Inc., d/b/a Gateways Community Services) (VC #155784-B001), Nashua, NH, to exercise a contract renewal to continue to manage payments for respite and supplemental support services for caregivers under the New Hampshire Family Caregiver Support Program and the Alzheimer's Disease and Related Disorders Program, and to update budget sheets to accurately reflect Contractor expenditures, by increasing the price limitation by \$746,356 from \$3,908,276 to \$4,654,632 and by extending the completion date from June 30, 2026 to June 30, 2027, effective upon Governor and Council approval. 45% Federal Funds. 55% General Funds.

The original contract was approved by Governor and Council on June 29, 2022, item #42, and amended on January 10, 2024, item #8.

Funds are available in the following accounts for State Fiscal Year 2025 and are anticipated to be available in State Fiscal Years 2026 and 2027, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

**05-95-48-481010-2638 HEALTH AND SOCIAL SERVICES; HEALTH AND HUMAN SVCS DEPT; HHS: DLTSS-ELDERLY & ADULT SVCS; GRANTS FOR SOCIAL SVC PROG; GF MATCH ARPA TITLE III FUNDING**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2023	570-500928	Family Caregiver	48130623	\$279,426	\$0	\$279,426
2024	570-500928	Family Caregiver	48130623	\$279,426	\$0	\$279,426

			<b>Subtotal</b>	<b>\$558,852</b>	<b>\$0</b>	<b>\$558,852</b>
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**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES; HEALTH AND HUMAN SVCS DEPT; HHS: DLTSS-ELDERLY & ADULT SVCS; GRANTS FOR SOCIAL SVC PROG; ADM ON AGING**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2023	570-500928	Family Caregiver	48130316	\$564,849	\$0	\$564,849
2024	570-500928	Family Caregiver	48130316	\$564,849	\$0	\$564,849
2025	570-500928	Family Caregiver	48130316	\$504,849	(\$7,000)	\$497,849
2026	570-500928	Family Caregiver	48130316	\$504,849	(\$27,000)	\$477,849
2027	570-500928	Family Caregiver	48130316	\$0	\$477,849	\$477,849
			<b>Subtotal</b>	<b>\$2,139,396</b>	<b>\$443,849</b>	<b>\$2,583,245</b>

**05-95-48-481010-8943 HEALTH AND SOCIAL SERVICES; HEALTH AND HUMAN SVCS DEPT; HHS: DLTSS-ELDERLY & ADULT SVCS; GRANTS FOR SOCIAL SVC PROG; ALZHEIMERS & RELATED DISORDERS**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2023	502-500891	Payment to Providers	48130400	\$302,507	\$0	\$302,507
2024	502-500891	Payment to Providers	48130400	\$302,507	\$0	\$302,507
2025	502-500891	Payment to Providers	48130400	\$302,507	\$0	\$302,507
2026	502-500891	Payment to Providers	48130400	\$302,507	\$0	\$302,507
2027	502-500891	Payment to Providers	48130400	\$0	\$302,507	\$302,507

			<b>Subtotal</b>	<b>\$1,210,028</b>	<b>\$302,507</b>	<b>\$1,512,535</b>
			<b>Total</b>	<b>\$3,908,276</b>	<b>\$746,356</b>	<b>\$4,654,632</b>

**EXPLANATION**

The purpose of this request is for the Department to exercise an available renewal option for the Contractor to continue providing financial management and employer of record services to manage payments for respite and supplemental support services, such as adaptive equipment, transportation, incontinence supplies, nutrition and school supplies, under the New Hampshire Family Caregiver Support Program and the Alzheimer's Disease and Related Disorders Program. The Contractor will continue to provide services that include setting up individual accounts for eligible program participants, managing funds and authorized budgets, reimbursing payment requests, accounting for expenditures made on behalf of the caregiver or care recipient, and employer of record services for family-managed employees. The majority of these funds are utilized specifically for services, payments, and reimbursements to families/individuals. The Contractor will also continue to work in partnership with other New Hampshire providers to accurately pay and account for authorized services, such as caregiver training and education, and caregiver support groups.

Approximately 700 individuals will be served through June 30, 2027.

The Contractor provides financial management and employer of record services, statewide, to:

- Caregivers who are over the age of eighteen (18), and care for a person who:
  - Has Alzheimer's Disease or other related dementia or cognitive impairment; or
  - Requires assistance with at least two (2) activities of daily living and is over the age of sixty (60).
- Parents of adult children with disabilities, and adult child is not receiving services through a Medicaid 1915(c) waiver, or through Aid & Attendance or Housebound benefits from the U.S. Department of Veterans Affairs; and
- Grandparents and other relatives over age fifty-five (55) who are raising their minor relative(s).

The Department will continue to monitor Contracted services through regularly scheduled meetings, review and assessment of program reports and monthly invoices, to ensure:

- Contract deliverables are being met and timelines are adhered to;
- Encountered and foreseeable key issues are reviewed and addressed; and
- Suggested strategies to improve contract performance are discussed on an ongoing basis and are implemented as requested by the Department.

As referenced in Exhibit A of the original agreement, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) year of the two (2) years available.

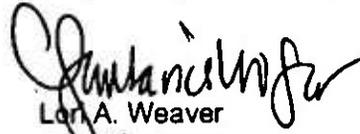
Should the Governor and Council not authorize this request, individuals who provide care and support to individuals served through the New Hampshire Family Caregiver Support Program

and the Alzheimer's Disease and Related Disorders Program will no longer have access to financial management services, which ensure accurate and timely payment for approved provider services. Additionally, unpaid caregivers would not receive respite and/or ancillary services, resulting in caregivers being at higher risk of overburden, burnout, and depression, which, according to research, can lead to an increase in the use of the State's Long-Term Care Services, such as Medicaid's home and community-based services and nursing home placements.

Area served: Statewide.

Source of Federal Funds: ALN 93.052, FAIN 2401NHOAFC and 2501NHOAFC.

Respectfully submitted,



Lori A. Weaver  
Commissioner

**State of New Hampshire  
Department of Health and Human Services  
Amendment #2**

This Amendment to the Financial Management Services for NH Family Caregiver Support Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Gateways Community Services, Inc., formerly known as Area Agency of Greater Nashua, Inc., d/b/a Gateways Community Services ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2022 (Item #42), as amended on January 10, 2024 (Item #8), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

1. Form P-37 General Provisions, Block 1.3., Contractor Name, to read:  
Gateways Community Services, Inc.
2. Form P-37 General Provisions, Block 1.7., Completion Date, to read:  
June 30, 2027
3. Form P-37, General Provisions, Block 1.8., Price Limitation, to read:  
\$4,654,632
4. Modify Exhibit C, Payment Terms; Section 1, to read:
  1. This Agreement is funded by:
    - 1.1. 51% Federal Funds.
      - 1.1.1. 42% from Older Americans Act Title III, - Family Caregiver, as awarded on April 27, 2022 and as awarded on August 30, 2023, by the U.S. Department of Health and Human Services, Administration for Community Living, Title III-E, ALN 93.052, FAINs 2301NHOAFC, 2401NHOAFC, and 2501NHOAFC (award date TBD).
      - 1.1.2. 9% from American Rescue Plan (ARP) for Family Caregiver under Title III-E of the Older Americans Act, as awarded on May 3, 2021, by the U.S. Department of Health and Human Services, Administration for Community Living, ARP Title III-E, ALN 93.052, FAIN 2101NHFCC6.
    - 1.2. 49% General Funds.
5. Modify Exhibit C, Payment Terms, Section 3, to read:
  3. Payment must be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement and must be in accordance with the approved line items, as specified in Exhibit C-1 Budget, SFY 2023 through Exhibit C-3 Budget, Amendment #2.
6. Modify Exhibit C-1 Budget, SFY 2024, by correcting the Budget title to read:  
Exhibit C-2 Budget, SFY 2024
7. Modify Exhibit C-3, Budget – Amendment #1, by replacing it in its entirety with Exhibit C-3 Budget, Amendment #2, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

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

State of New Hampshire  
Department of Health and Human Services

5/14/2025

Date

DocuSigned by:  
Melissa Hardy  
11236240400E495

Name: Melissa Hardy

Title: Director, DLSS

Gateways Community Services, Inc.

5/12/2025

Date

DocuSigned by:  
Sandy Pelletier  
4AFBE5002E0C478...

Name: Sandy Pelletier

Title: President/CEO

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

OFFICE OF THE ATTORNEY GENERAL

5/16/2025

Date

DocuSigned by:  
*Robyn Guarino*

Name: Robyn Guarino

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

New Hampshire Department of Health and Human Services			
Contractor Name: <i>Gateways Community Services, Inc.</i>			
Financial Management Services for NH			
Budget Request for: <i>Family Caregiver Support Program</i>			
Budget Period: <i>July 1 - June 30 (SFYs 2025, 2026 &amp; 2027)</i>			
Indirect Cost Rate (if applicable) 8.04%			
Line Item	Program Cost - Funded by DHHS - SFY 25	Program Cost - Funded by DHHS - SFY 26	Program Cost - Funded by DHHS - SFY 27
1. Salary & Wages	\$117,830	\$99,112	\$104,068
2. Fringe Benefits	\$39,561	\$35,333	\$37,100
3. Consultants	\$0	\$0	\$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	\$0	\$0
5.(a) Supplies - Educational	\$0	\$0	\$0
5.(b) Supplies - Lab	\$0	\$0	\$0
	\$0	\$0	\$0
5.(c) Supplies - Pharmacy			
5.(d) Supplies - Medical	\$0	\$0	\$0
6. Travel	\$0	\$0	\$0
7. Software	\$1,771	\$0	\$0
8. (a) Other - Marketing/Communications	\$0	\$0	\$0
8. (b) Other - Education and Training	\$0	\$0	\$0
8. (c) Other - Other (specify below)	\$0	\$0	\$0
<i>Other Occupancy</i>	\$894	\$0	\$0
<i>Other Background checks</i>	\$1,154	\$0	\$0
<i>Other Office Supplies</i>	\$856	\$0	\$0
<i>Other Direct Services</i>	\$598,017	\$578,017	\$571,294
<i>Other - Scope related expenses - Non Direct Svcs</i>	\$500	\$500	\$500
<i>Other (please specify)</i>	\$0	\$0	\$0
<i>Other (please specify)</i>	\$0	\$0	\$0
9. Subrecipient Contracts	\$0	\$0	\$0
<b>Total Direct Costs</b>	<b>\$760,583</b>	<b>\$712,962</b>	<b>\$712,962</b>
<b>Total Indirect Costs</b>	<b>\$39,773</b>	<b>\$67,394</b>	<b>\$67,394</b>
<b>Subtotals</b>	<b>\$800,356</b>	<b>\$780,356</b>	<b>\$780,356</b>
<b>TOTAL</b>	<b>\$</b>	<b>2,361,068.00</b>	

# 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, 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 : 0006809849



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 1st day of November A.D. 2024.

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

David M. Scanlan  
Secretary of State

**CERTIFICATE OF AUTHORITY**

I, James Moran, 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 Gateways Community Services, Inc.  
(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 25, 2025, at which a quorum of the Directors/shareholders were present and voting.  
(Date)

**VOTED:** That Sandy Pelletier, Peggy Gilmour, and Tim Leach (may list more than one person)  
(Name and Title of Contract Signatory)

is duly authorized on behalf of Gateways Community Services, Inc. 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: 5/8/25

*James F. Moran*

Signature of Elected Officer

Name: James Moran

Title: Board Secretary





*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](http://www.gatewayscs.org)



**CONSOLIDATED FINANCIAL STATEMENTS**

**June 30, 2024 and 2023**

**With Independent Auditor's Report**





## INDEPENDENT AUDITOR'S REPORT

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

### Opinion

We have audited the accompanying consolidated financial statements of Area Agency of Greater Nashua, Inc. d/b/a Gateways Community Services (the Organization), which comprise the consolidated statements of financial position as of June 30, 2024 and 2023, 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, 2024 and 2023, and the change in their net assets and their cash flows for the years then ended in accordance with U.S. generally accepted accounting principles (U.S. GAAP).

### Basis for Opinion

We conducted our audits in accordance with U.S. generally accepted auditing standards (U.S. GAAS). 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 audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### Change in Accounting Principle

As discussed in Note 1 to the consolidated financial statements, the Organization adopted Financial Accounting Standards Board Accounting Standard Update No. 2016-13, *Financial Instruments—Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*, and related guidance as amended, during the year ended June 30, 2024. Our opinion is not modified with respect to that matter.

### 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. GAAP, 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.

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

### **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. GAAS 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.

In performing an audit in accordance with U.S. GAAS, 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.

*Berry Dunn McNeil & Parker, LLC*

Manchester, New Hampshire  
October 31, 2024

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

**Consolidated Statements of Financial Position**

**June 30, 2024 and 2023**

	<u>2024</u>	<u>2023</u>
<b>ASSETS</b>		
Current assets		
Cash	\$ 6,803,407	\$ 8,078,019
Client accounts	433,255	499,991
Accounts receivable, net	4,382,049	5,247,203
Veterans accounts receivable, net	1,336,465	1,715,135
Prepaid expenses and other	<u>132,511</u>	<u>110,512</u>
Total current assets	13,087,687	15,650,860
Property and equipment, net	2,244,646	2,319,580
Deposits	209,482	105,600
Investments - deferred compensation	1,305,330	1,138,523
Beneficial interest in an agency fund	<u>55,038</u>	<u>50,267</u>
Total assets	<u>\$ 16,902,183</u>	<u>\$ 19,264,830</u>
<b>LIABILITIES AND NET ASSETS</b>		
Current liabilities		
Current portion of long-term debt	\$ -	\$ 9,308
Current portion of accrued retention bonus	360,000	360,000
Accounts payable	1,434,906	2,681,944
Accrued expenses and other	1,929,618	1,934,350
Deferred revenue	239,794	1,517,335
Client accounts	<u>433,255</u>	<u>499,991</u>
Total current liabilities	4,397,573	7,002,928
Deferred compensation	1,305,330	1,138,523
Accrued retention bonus, net	<u>1,301,066</u>	<u>1,440,000</u>
Total liabilities	<u>7,003,969</u>	<u>9,581,451</u>
Net assets		
Without donor restrictions	9,745,295	9,462,195
With donor restrictions	<u>152,919</u>	<u>221,184</u>
Total net assets	<u>9,898,214</u>	<u>9,683,379</u>
Total liabilities and net assets	<u>\$ 16,902,183</u>	<u>\$ 19,264,830</u>

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

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

**Consolidated Statement of Activities**

**For the Year Ended June 30, 2024  
(With Comparative Totals for the Year Ended June 30, 2023)**

	Without Donor Restrictions	With Donor Restrictions	2024 Total	2023 Total
Revenue and support				
Medicaid	\$ 20,120,454	\$ -	\$ 20,120,454	\$ 55,822,450
New Hampshire Bureau of Developmental Services	3,408,375	-	3,408,375	1,427,215
Veterans individual program service	1,839,209	-	1,839,209	2,573,106
American Rescue Plan Act (ARPA) funding	283,903	-	283,903	620,880
Contributions and grants	1,210,301	16,121	1,226,422	1,460,502
Client fees	158,146	-	158,146	198,311
Adult day service program	190,853	-	190,853	136,943
Rental income	350,177	-	350,177	102,396
Other revenues	1,637,330	-	1,637,330	1,236,418
The PLUS Company, Inc. services	82,004	-	82,004	122,004
United Way	5,692	-	5,692	10,212
Third party insurance	788,662	-	788,662	974,867
Production sales and service	43,092	-	43,092	100,476
Net assets released from restrictions	<u>84,386</u>	<u>(84,386)</u>	<u>-</u>	<u>-</u>
Total revenue and support	<u>30,202,584</u>	<u>(68,265)</u>	<u>30,134,319</u>	<u>64,785,780</u>
Operating expenses				
Program services				
Adult services	16,809,241	-	16,809,241	51,803,449
Children services	4,679,367	-	4,679,367	3,301,796
Elder services	<u>4,906,736</u>	<u>-</u>	<u>4,906,736</u>	<u>5,033,443</u>
Total program services	<u>26,395,344</u>	<u>-</u>	<u>26,395,344</u>	<u>60,138,688</u>
Supporting services				
General management	3,292,848	-	3,292,848	4,215,172
Fundraising	<u>231,292</u>	<u>-</u>	<u>231,292</u>	<u>193,626</u>
Total supporting services	<u>3,524,140</u>	<u>-</u>	<u>3,524,140</u>	<u>4,408,798</u>
Total operating expenses	<u>29,919,484</u>	<u>-</u>	<u>29,919,484</u>	<u>64,547,486</u>
Change in net assets	283,100	(68,265)	214,835	238,294
Net assets, beginning of year	<u>9,462,195</u>	<u>221,184</u>	<u>9,683,379</u>	<u>9,445,085</u>
Net assets, end of year	<u>\$ 9,745,295</u>	<u>\$ 152,919</u>	<u>\$ 9,898,214</u>	<u>\$ 9,683,379</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**

**Consolidated Statement of Activities**

**For the Year Ended June 30, 2023**

	Without Donor Restrictions	With Donor Restrictions	Total
Revenue and support			
Medicaid	\$ 55,822,450	\$ -	\$ 55,822,450
New Hampshire Bureau of Developmental Services	1,427,215	-	1,427,215
Veterans individual service program	2,573,106	-	2,573,106
ARPA funding	620,880	-	620,880
Contributions and grants	1,419,573	40,929	1,460,502
Client fees	198,311	-	198,311
Adult day service program	136,943	-	136,943
Rental income	102,396	-	102,396
Other revenues	1,236,418	-	1,236,418
The PLUS Company, Inc. services	122,004	-	122,004
United Way	10,212	-	10,212
Third party insurance	974,867	-	974,867
Production sales and service	100,476	-	100,476
Net assets released from restrictions	52,055	(52,055)	-
Total revenue and support	<u>64,796,906</u>	<u>(11,126)</u>	<u>64,785,780</u>
Operating expenses			
Program services			
Adult services	51,803,449	-	51,803,449
Children services	3,301,796	-	3,301,796
Elder services	5,033,443	-	5,033,443
Total program services	<u>60,138,688</u>	<u>-</u>	<u>60,138,688</u>
Supporting services			
General management	4,215,172	-	4,215,172
Fundraising	193,626	-	193,626
Total supporting services	<u>4,408,798</u>	<u>-</u>	<u>4,408,798</u>
Total operating expenses	<u>64,547,486</u>	<u>-</u>	<u>64,547,486</u>
Change in net assets	249,420	(11,126)	238,294
Net assets, beginning of year	<u>9,212,775</u>	<u>232,310</u>	<u>9,445,085</u>
Net assets, end of year	<u>\$ 9,462,195</u>	<u>\$ 221,184</u>	<u>\$ 9,683,379</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**

**Consolidated Statement of Functional Revenue and Support**

**For the Year Ended June 30, 2024**

	<u>General Management</u>	<u>Fundraising</u>	<u>Adult Services</u>	<u>Children Services</u>	<u>Elder Services</u>	<u>Total Area Agency</u>	<u>Area Agency Properties</u>	<u>Eliminations</u>	<u>Total</u>
Revenue and support									
Medicaid	\$ -	\$ -	\$ 15,447,692	\$ 3,027,272	\$ 1,645,490	\$ 20,120,454	\$ -	\$ -	\$ 20,120,454
New Hampshire Bureau of Developmental Services	-	-	2,648,491	759,884	-	3,408,375	-	-	3,408,375
Veterans individual service program	-	-	-	-	1,839,209	1,839,209	-	-	1,839,209
ARPA funding	66,785	-	217,118	-	-	283,903	-	-	283,903
Contributions and grants	-	160,875	34,739	121,352	896,957	1,213,923	12,499	-	1,226,422
Client fees	-	-	139,095	-	-	139,095	19,051	-	158,146
Adult day service program	-	-	-	-	190,853	190,853	-	-	190,853
Rental income	-	-	-	-	-	-	500,177	(150,000)	350,177
Other revenues	473,089	4,773	514,599	447,271	197,598	1,637,330	-	-	1,637,330
The PLUS Company, Inc. services	80,216	14	1,360	297	117	82,004	-	-	82,004
United Way	-	-	277	-	5,415	5,692	-	-	5,692
Third party insurance	-	-	-	788,662	-	788,662	-	-	788,662
Production sales and service	30,210	-	4,188	-	8,694	43,092	-	-	43,092
Management fees	-	-	77,632	-	-	77,632	-	(77,632)	-
<b>Total revenue and support</b>	<b>\$ 650,300</b>	<b>\$ 165,662</b>	<b>\$ 19,085,191</b>	<b>\$ 5,144,738</b>	<b>\$ 4,784,333</b>	<b>\$ 29,830,224</b>	<b>\$ 531,727</b>	<b>\$ (227,632)</b>	<b>\$ 30,134,319</b>

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

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

**Consolidated Statement of Functional Revenue and Support**

**For the Year Ended June 30, 2023**

	<u>General Management</u>	<u>Fundraising</u>	<u>Adult Services</u>	<u>Children Services</u>	<u>Elder Services</u>	<u>Total Area Agency</u>	<u>Area Agency Properties</u>	<u>Eliminations</u>	<u>Total</u>
Revenue and support									
Medicaid	\$ -	\$ -	\$ 53,063,691	\$ 1,228,132	\$ 1,530,627	\$ 55,822,450	\$ -	\$ -	\$ 55,822,450
New Hampshire Bureau of Developmental Services	-	-	593,190	834,025	-	1,427,215	-	-	1,427,215
Veterans individual service program	-	-	-	-	2,573,106	2,573,106	-	-	2,573,106
ARPA funding	-	-	532,605	35,029	53,246	620,880	-	-	620,880
Contributions and grants	37,041	70,683	244,264	106,039	1,002,475	1,460,502	146,000	(146,000)	1,460,502
Client fees	-	-	177,247	-	-	177,247	21,064	-	198,311
Adult day service program	-	-	-	-	136,943	136,943	-	-	136,943
Rental income	-	-	102,396	-	-	102,396	426,515	(426,515)	102,396
Other revenues	452,814	7,250	240,073	428,167	108,114	1,236,418	-	-	1,236,418
The PLUS Company, Inc. services	120,261	13	1,374	236	120	122,004	-	-	122,004
United Way	-	-	1,248	-	8,962	10,210	2	-	10,212
Third party insurance	-	-	-	974,867	-	974,867	-	-	974,867
Production sales and service	30,211	-	45,042	18,942	6,281	100,476	-	-	100,476
Management fees	-	-	77,632	-	-	77,632	-	(77,632)	-
	<u>\$ 640,327</u>	<u>\$ 77,946</u>	<u>\$ 55,078,762</u>	<u>\$ 3,625,437</u>	<u>\$ 5,419,874</u>	<u>\$ 64,842,346</u>	<u>\$ 593,581</u>	<u>\$ (650,147)</u>	<u>\$ 64,785,780</u>
Total revenue and support									

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

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

**Consolidated Statement of Functional Expenses**

**For the Year Ended June 30, 2024**

	<u>General Management</u>	<u>Fundraising</u>	<u>Adult Services</u>	<u>Children Services</u>	<u>Elder Services</u>	<u>Total Area Agency</u>	<u>Area Agency Properties</u>	<u>Eliminations</u>	<u>Total</u>
<b>Payroll and related expenses</b>									
Salaries and wages	\$ 1,549,031	\$ 121,663	\$ 5,717,837	\$ 2,411,949	\$ 3,012,854	\$ 12,813,334	\$ -	\$ -	\$ 12,813,334
Contract staff	81,905	-	378,146	9,024	-	469,075	-	-	469,075
Employee benefits	560,855	38,549	1,441,583	692,930	388,015	3,121,932	-	-	3,121,932
Payroll taxes	<u>112,588</u>	<u>8,950</u>	<u>421,295</u>	<u>185,709</u>	<u>226,624</u>	<u>955,166</u>	-	-	<u>955,166</u>
<b>Total payroll and related expenses</b>	<u>2,304,379</u>	<u>169,162</u>	<u>7,958,861</u>	<u>3,299,612</u>	<u>3,627,493</u>	<u>17,359,507</u>	-	-	<u>17,359,507</u>
<b>Other expenses</b>									
Client treatment services	41,371	14	5,935,173	486,830	945,059	7,408,447	-	-	7,408,447
Professional fees	449,955	2,583	270,986	386,233	52,698	1,162,455	7,330	-	1,169,785
Staff development and training	67,388	95	16,016	3,178	361	87,038	-	-	87,038
Rent and mortgage interest	70,301	1,541	147,833	32,304	12,713	264,692	107	(150,000)	114,799
Other occupancy costs	-	-	-	-	-	-	25,858	-	25,858
Utilities	37,889	290	27,878	6,092	2,398	74,547	3,115	-	77,662
Repairs and maintenance	6,766	437	41,633	10,870	15,761	75,467	276,859	(77,632)	274,694
Office, building and household	74,885	492	46,688	48,257	12,020	182,342	-	-	182,342
Equipment rental	6,064	383	36,799	8,041	4,198	55,485	-	-	55,485
Advertising	41,158	527	31,875	24,832	4,681	103,073	-	-	103,073
Communications	7,576	260	30,669	9,882	13,245	61,632	-	-	61,632
Transportation	30,229	4	173,731	27,550	33,236	264,750	-	-	264,750
Insurance	10,711	702	67,371	14,722	6,578	100,084	33,205	-	133,289
Other	122,403	53,769	496,591	73,516	151,377	897,656	120	-	897,776
Subcontractor	-	-	<u>1,267,775</u>	<u>229,413</u>	-	<u>1,497,188</u>	-	-	<u>1,497,188</u>
<b>Total other expenses</b>	<u>966,696</u>	<u>61,097</u>	<u>8,591,018</u>	<u>1,361,720</u>	<u>1,254,325</u>	<u>12,234,856</u>	<u>346,594</u>	<u>(227,632)</u>	<u>12,353,818</u>
<b>Total operating expenses before allocations of depreciation, Area Agency Properties and eliminations</b>	<u>3,271,075</u>	<u>230,259</u>	<u>16,549,879</u>	<u>4,661,332</u>	<u>4,881,818</u>	<u>29,594,363</u>	<u>346,594</u>	<u>(227,632)</u>	<u>29,713,325</u>
Depreciation allocation	1,657	109	12,125	2,278	896	17,065	189,094	-	206,159
Area Agency Properties allocation	34,981	1,607	429,927	27,401	41,772	535,688	(535,688)	-	-
Elimination allocation	<u>(14,865)</u>	<u>(683)</u>	<u>(182,690)</u>	<u>(11,644)</u>	<u>(17,750)</u>	<u>(227,632)</u>	-	<u>227,632</u>	<u>-</u>
<b>Total operating expenses</b>	<u>\$ 3,292,848</u>	<u>\$ 231,292</u>	<u>\$ 16,809,241</u>	<u>\$ 4,679,367</u>	<u>\$ 4,906,736</u>	<u>\$ 29,919,484</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 29,919,484</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**

**Consolidated Statement of Functional Expenses**

**For the Year Ended June 30, 2023**

	<u>General Management</u>	<u>Fundraising</u>	<u>Adult Services</u>	<u>Children Services</u>	<u>Elder Services</u>	<u>Total Area Agency</u>	<u>Area Agency Properties</u>	<u>Eliminations</u>	<u>Total</u>
<b>Payroll and related expenses</b>									
Salaries and wages	\$ 2,175,269	\$ 91,456	\$ 5,165,569	\$ 1,882,949	\$ 3,051,869	\$ 12,367,112	\$ -	\$ -	\$ 12,367,112
Contract staff	-	-	16,691	-	-	16,691	-	-	16,691
Employee benefits	779,158	31,804	1,232,574	669,753	397,695	3,110,984	-	-	3,110,984
Payroll taxes	<u>171,756</u>	<u>6,557</u>	<u>365,857</u>	<u>129,228</u>	<u>220,529</u>	<u>893,927</u>	-	-	<u>893,927</u>
<b>Total payroll and related expenses</b>	<u>3,126,183</u>	<u>129,817</u>	<u>6,780,691</u>	<u>2,681,930</u>	<u>3,670,093</u>	<u>16,388,714</u>	-	-	<u>16,388,714</u>
<b>Other expenses</b>									
Client treatment services	135,424	36	5,222,903	280,460	1,029,412	6,668,235	-	-	6,668,235
Professional fees	536,210	6,916	865,850	47,214	30,432	1,486,622	7,580	-	1,494,202
Staff development and training	63,153	276	11,698	939	253	76,319	-	-	76,319
Rent and mortgage interest	75,874	1,156	380,530	20,174	10,247	487,981	1,205	(426,515)	62,671
Other occupancy costs	-	-	-	-	-	-	26,106	-	26,106
Utilities	56,950	329	33,517	5,754	2,923	99,473	2,895	-	102,368
Repairs and maintenance	9,250	479	102,812	8,368	16,180	137,089	331,948	(223,632)	245,405
Office, building and household	69,417	377	42,594	18,522	12,197	143,107	-	-	143,107
Equipment rental	7,750	366	37,201	6,386	4,417	56,120	-	-	56,120
Advertising	61,477	612	34,435	4,800	623	101,947	-	-	101,947
Communications	9,141	278	34,448	9,667	12,189	65,723	-	-	65,723
Transportation	22,245	357	192,527	21,183	29,257	265,569	-	-	265,569
Insurance	13,758	712	72,499	12,446	6,880	106,295	23,648	-	129,943
Other	31,919	52,071	377,302	36,566	213,592	711,450	99	-	711,549
Subcontractor	-	-	<u>37,666,677</u>	<u>150,028</u>	-	<u>37,816,705</u>	-	-	<u>37,816,705</u>
<b>Total other expenses</b>	<u>1,092,568</u>	<u>63,965</u>	<u>45,074,993</u>	<u>622,507</u>	<u>1,368,602</u>	<u>48,222,635</u>	<u>393,481</u>	<u>(650,147)</u>	<u>47,965,969</u>
<b>Total operating expenses before allocations of depreciation, Area Agency Properties and eliminations</b>	4,218,751	193,782	51,855,684	3,304,437	5,038,695	64,611,349	393,481	(650,147)	64,354,683
Depreciation allocation	1,333	69	8,125	1,206	612	11,345	181,458	-	192,803
Area Agency Properties allocation	37,544	1,725	461,428	29,409	44,833	574,939	(574,939)	-	-
Elimination allocation	<u>(42,456)</u>	<u>(1,950)</u>	<u>(521,788)</u>	<u>(33,256)</u>	<u>(50,697)</u>	<u>(650,147)</u>	-	<u>650,147</u>	<u>-</u>
<b>Total operating expenses</b>	<u>\$ 4,215,172</u>	<u>\$ 193,626</u>	<u>\$ 51,803,449</u>	<u>\$ 3,301,796</u>	<u>\$ 5,033,443</u>	<u>\$ 64,547,486</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 64,547,486</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**

**Consolidated Statements of Cash Flows**

**For the Years Ended June 30, 2024 and 2023**

	<u>2024</u>	<u>2023</u>
Cash flows from operating activities		
Cash received from revenue and support	\$ 29,536,835	\$ 64,201,526
Cash paid to suppliers and employees	(30,840,877)	(64,860,707)
Interest received	273,952	253,921
Interest paid	<u>(107)</u>	<u>(1,205)</u>
Net cash used by operating activities	<u>(1,030,197)</u>	<u>(406,465)</u>
Cash flows from investing activities		
Change in deposits	(103,882)	-
Acquisition of property and equipment	<u>(131,225)</u>	<u>(191,446)</u>
Net cash used by investing activities	<u>(235,107)</u>	<u>(191,446)</u>
Cash flows from financing activities		
Payments on long-term debt	<u>(9,308)</u>	<u>(63,004)</u>
Net decrease in cash	(1,274,612)	(660,915)
Cash, beginning of year	<u>8,078,019</u>	<u>8,738,934</u>
Cash, end of year	<u>\$ 6,803,407</u>	<u>\$ 8,078,019</u>
Reconciliation of change in net assets to net cash used by operating activities		
Change in net assets	\$ 214,835	\$ 238,294
Adjustments to reconcile change in net assets to net cash used by operating activities		
Depreciation	206,159	192,803
Change in beneficial interest in an agency fund	(4,771)	(2,248)
Change in operating assets and liabilities		
Accounts receivable and veterans accounts receivable	1,243,824	(400,967)
Prepaid expenses and other	(21,999)	(10,906)
Accrued retention bonus	(138,934)	-
Accounts payable	(1,247,038)	(1,254,101)
Accrued expenses and other	(4,732)	757,778
Deferred revenue	<u>(1,277,541)</u>	<u>72,882</u>
Net cash used by operating activities	<u>\$ (1,030,197)</u>	<u>\$ (406,465)</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**

**Notes to the Consolidated Financial Statements**

**June 30, 2024 and 2023**

**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, 2024 and 2023, common control existed for Properties through common board members and economic dependence existed due to the significant concentration of Properties' revenue generated by Gateways. 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.

**Newly Adopted Accounting Pronouncement**

Effective July 1, 2023, the Organization adopted Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) 2016-13, *Financial Instruments—Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*, and related guidance as amended, which modifies the measurement of expected claims and credit losses on certain financial instruments. The Organization adopted this new guidance utilizing the modified retrospective transition method. FASB ASU 2016-13 requires measurement and recognition of expected versus incurred losses for financial assets held. Financial assets held by the Organization that are subject to FASB ASU 2016-13 include accounts receivable and veterans accounts receivable. The adoption of this ASU did not have a material impact on the Organization's consolidated financial statements but did change how the allowance for credit losses is determined.

**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.

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

**Notes to the Consolidated Financial Statements**

**June 30, 2024 and 2023**

**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, 2024 and 2023, the Organization had no assets with donor restrictions to be maintained in perpetuity. At June 30, 2024 and 2023, net assets with donor restrictions consisted of restricted contributions temporary in nature.

All contributions are considered to be contributions without donor restrictions unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for specific purposes are reported as increases in net assets with donor restrictions. When a donor restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statements 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 consolidated financial statements.

The Organization reports contributions of property and 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.

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

**Notes to the Consolidated Financial Statements**

**June 30, 2024 and 2023**

**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 net of an allowance for credit losses. Management's estimate of the allowance is based on their assessment using relevant and supportable forecasts. Balances that are still outstanding after the Organization has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. The balance in the allowance for credit losses was \$1,024,202 and \$248,297 as of June 30, 2024 and 2023, respectively.

	<u>2024</u>	<u>2023</u>
Allowances, beginning of year	\$ 248,297	\$ 162,484
Change in valuation allowance	999,538	85,813
Write-offs	<u>(223,633)</u>	<u>-</u>
Allowances, end of year	<u>\$ 1,024,202</u>	<u>\$ 248,297</u>

Accounts receivable and veterans accounts receivable, net, amounted to \$5,718,514, \$6,962,338 and \$6,561,371 as of June 30, 2024, 2023 and 2022, 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
Equipment and furniture	5-10 years

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

**Notes to the Consolidated Financial Statements**

**June 30, 2024 and 2023**

**Deferred Revenue**

As of June 30, 2023 and 2022, the Organization's deferred revenue consists of funds received in advance from the State of New Hampshire in the amount of \$999,152 and \$927,833, respectively, for services to be performed at a later date.

As of June 30, 2024, the Organization did not have any deferred revenues from the State of New Hampshire as a result of changes to contracts and billing requirements.

**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 FASB Accounting Standards Codification (ASC) Topic 606, *Revenue from Contracts with Customers*.

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

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

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

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

**Notes to the Consolidated Financial Statements**

**June 30, 2024 and 2023**

**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 operating expenses.

**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 October 31, 2024 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 consolidated statements of cash flows, which identify the sources and uses of the Organization's cash.

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

	<u>2024</u>	<u>2023</u>
Cash	\$ 6,803,407	\$ 8,078,019
Accounts receivable, net	4,382,049	5,247,203
Veterans accounts receivable, net	<u>1,336,465</u>	<u>1,715,135</u>
	12,521,921	15,040,357
Less amounts not available for general expenditures:		
Net assets with donor restrictions	<u>152,919</u>	<u>221,184</u>
Financial assets available to meet general expenditures within one year	<u>\$12,369,002</u>	<u>\$14,819,173</u>

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

**Notes to the Consolidated Financial Statements**

**June 30, 2024 and 2023**

**3. Property and Equipment**

Property and equipment consisted of the following:

	<u>2024</u>	<u>2023</u>
Land	\$ 604,520	\$ 604,520
Buildings and building improvements	4,306,803	4,274,303
Equipment and furniture	548,927	548,927
Construction in progress	<u>98,725</u>	<u>-</u>
	<b>5,558,975</b>	<b>5,427,750</b>
Less accumulated depreciation	<u>(3,314,329)</u>	<u>(3,108,170)</u>
	<b><u>\$ 2,244,646</u></b>	<b><u>\$ 2,319,580</u></b>

**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 (8.50% at June 30, 2024). The Organization had no outstanding balance at June 30, 2024 and 2023. The line of credit is due for renewal on February 28, 2026.

**5. Net Assets With Donor Restrictions**

Net assets subject to use restrictions are as follows:

	<u>2024</u>	<u>2023</u>
Family support program	\$ 98,683	\$ 160,015
Other program services	<u>54,236</u>	<u>61,169</u>
	<b><u>\$ 152,919</u></b>	<b><u>\$ 221,184</u></b>

**6. Concentration of Credit Risk**

For the years ended June 30, 2024 and 2023, approximately 67% and 86%, 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, 2024 and 2023, accounts receivable due from the State of New Hampshire's Medicaid program was approximately 42% and 67%, respectively, of total accounts receivable.

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

**Notes to the Consolidated Financial Statements**

**June 30, 2024 and 2023**

Effective July 1, 2023, the State of New Hampshire's Medicaid program billing requirements changed. The Organization is now no longer billing for services provided to clients by subcontractors and then remitting payments to those subcontractors when the funds are received from the State of New Hampshire. Those subcontractors are now required to submit billings to the State of New Hampshire's Medicaid program directly. As a result of this change, the Organization experienced a reduction in revenue from State of New Hampshire's Medicaid program with a corresponding decrease in subcontractor expenses.

**7. 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 \$253,397 and \$253,334 for the years ended June 30, 2024 and 2023, respectively. During the years ended June 30, 2024 and 2023, the Organization made a 2% discretionary contribution to the Plan in the amount of \$140,000 and \$143,116, 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 \$1,305,330 and \$1,138,523 at June 30, 2024 and 2023, 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.

**8. 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 \$734,000 and \$669,000 at June 30, 2024 and 2023, respectively.

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 Organization requests a distribution. There were no distributions from the funds in 2024 and 2023.

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

**Notes to the Consolidated Financial Statements**

**June 30, 2024 and 2023**

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, 2024 and 2023, the estimated value of the future distributions from the agency fund in the amount of \$55,038 and \$50,267, respectively, is included in the consolidated statements of financial position as beneficial interest in an agency fund.

**9. 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 2024 and 2023, total claims for health benefits were \$1,881,611 and \$1,814,319, respectively. As of June 30, 2024 and 2023, the Organization accrued a liability for claims that have been incurred, but not yet reported of \$208,323 and \$216,991, respectively.

**Employee Retention Bonus Program**

During 2022, the Organization established an employee retention bonus program. All active employees at June 30, 2022 are eligible for the retention bonus program. Any employee hired subsequent to June 30, 2022 will not be eligible to receive the retention bonus and if an employee leaves the Organization, they are no longer eligible for the employee retention bonus program payments. Any future payments of the employee retention bonus program allocated to an employee who leaves the Organization 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. The first payment was made during 2024 with the final payment expected to be made during 2028. As of June 30, 2024 and 2023, the total accrued retention bonus liability was \$1,451,066 and \$1,800,000, respectively.

During 2024, the Organization established an employee retention bonus program for employees hired after June 30, 2022 and who are active employees at June 30, 2024. Any employee hired prior to June 30, 2022 and subsequent to June 30, 2024 will not be eligible to receive the retention bonus and if any employee leaves the Organization, they are no longer eligible for the employee retention bonus program payments. Any future payments of the employee retention bonus program allocated to an employee who leaves the Organization will be reallocated amongst the remaining pool of active employees that were employed at June 30, 2024. Total retention bonus program payments are approximately \$210,000 and will be paid out equally over a three-year period. As of June 30, 2024, the total accrued retention bonus liability was \$210,000.

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

**Notes to the Consolidated Financial Statements**

**June 30, 2024 and 2023**

**Construction Contract**

During 2024, the Organization entered into an agreement with a vendor for the renovation of the Buxton Road property. The total estimated cost of construction is approximately \$775,000 and as of June 30, 2024, the Organization had incurred costs of \$98,725.

**10. Fair Value Measurement**

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

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

- Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.
- Level 2: Significant other observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.
- Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

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

	<u>2024</u>	<u>2023</u>
Investments - deferred compensation		
Mutual funds	<u>\$ 1,305,330</u>	<u>\$ 1,138,523</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 appreciation of \$4,771 and \$2,248 for the years ended June 30, 2024 and 2023, respectively.

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

**Notes to the Consolidated Financial Statements**

**June 30, 2024 and 2023**

**11. Pandemic Relief Funding**

Since the start of the pandemic, the Organization has been awarded grant funding under ARPA, passed through the State of New Hampshire, totaling \$3,489,574 for the purpose of recruitment, retention or training of direct support workers. As of June 30, 2024 and 2023, management believed the Organization had met the conditions necessary to recognize a portion of the ARPA funds received in the amounts of \$283,904 and \$620,880, respectively, which is presented separately in the consolidated statements of activities. The remaining \$234,279 and \$518,183 of ARPA funds are included in deferred revenue in the consolidated statements of financial position at June 30, 2024 and 2023. The Organization has until fiscal year 2025 to spend the remaining ARPA funds.

<b>GATEWAYS COMMUNITY SERVICES - BOARD OF DIRECTORS LIST (updated 1/2025)</b>	
<b>EXECUTIVE COMMITTEE</b>	
<b>Peggy Gilmour (2011) – President (2023)</b>	<b>Lisa Scheib, MD (2015) – Vice President (2024)– Vice Chair (2023)</b>
<b>Edgar Carter (2008) – Treasurer (2023)</b>	<b>Jim Moran (2017) – Secretary (2023)</b>
<b>DIRECTORS</b>	
<b>Steve Beals (2023)</b>	<b>Leah Brokhoff (2014)</b>
<b>Bob Corcoran (2015)</b>	<b>Bonnie Dunham (2019)</b>
<b>Joe Gamache (2009)</b>	<b>Tom Gaul (2023)</b>
<b>Jim McKenna (2007)</b>	<b>Marc Sadowsky (2013)</b>
<b>Mark Thornton (2007)</b>	<b>Amy Wheeler Teas (2019)</b>
<b>Jessica Wojcik (2019)</b>	

## Donna M Laflamme

### Employment Objective

A financial position utilizing analytical, problem-solving and organizational skills to contribute to the success of the organization.

### Skills and Summary of Qualifications

- 17 plus years accounting and financial experience
- P&L management
- Financial report development
- Ability to perform functions with accuracy
- Ability to analyze financial data
- Excellent problem solving skills
- Ability to prioritize work efficiently across a wide range of responsibilities
- Excellent organizational skills

### Experience

#### Gateways Community Services Nashua, NH

1998 to Present

##### Fiscal Management Operations Manger

- Responsible for all day to day operations for fiscal management and employer or record program
- Monthly reporting to all participants in program including clients, county and state offices
- Responsible for integrity of all financial information in the fiscal management program

##### Assistant Controller

- Hands on manager responsible for day to day supervision of accounts receivable.
- Responsible for monthly financial close, analysis and preparation of financial reports.
- Prepare monthly, quarterly and annual reports for government agencies
- Assist in annual budget development.
- Special projects as assigned

#### Lexington Furniture Company, Billerica, MA

1997 to 1998

##### Accounting Assistant

- Responsible for various accounting functions including accounts payable, accounts receivable and general ledger entries
- Provided administrative assistance to Vice President of Operations
- Customer service

#### Pelham Bank and Trust Company, Pelham, NH

1989 to 1997

##### Staff Accountant

- Responsible for daily reconciliation of general ledger
- Responsible for daily cash position of bank and funding various corporate accounts
- Responsible for all aspects of accounts payable function
- Reconciled fixed assets, prepaid expenses and corporate accounts
- Prepared financial statements
- Customer service

**Education**

University of Massachusetts - Lowell, Lowell, MA  
Bachelor of Science in Management with MIS concentration

**Computer Experience**

Microsoft Office Package, Solomon Accounting Package, FRx Report Writer

## **Donna M. Waring**

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**Objective:** To obtain a public relations or service position in an environment with potential for growth and increased responsibility based upon performance.

**Education:**

**Southern NH University, Manchester, NH**  
Bachelors Degree in Education; May 17, 2008  
*Alpha Chi National Honor Society; Presidents List 2007/2008; Summa Cum Laude;*  
**Franklin Pierce College, Rindge, NH**  
Associates Degree in Business Management; May 1995

**Work History:**

**McDonough Elementary School, Manchester, NH 03104 (May 12, 2008 – June 19, 2009)**  
**Long Term Substitute**  
Worked with special needs students in special education and provided individual education assistance for approximately 30 students with IEP's. Supported and modified instruction in reading, writing and mathematics. Supported and reinforced the English language to students whose primary language at home was not English. Created and implemented lessons for students in accordance with the NH GLE's and Manchester school curriculum. Worked closely with classroom teachers to keep students on task with their classroom studies.

**Broken Ground Elementary School, Concord, NH 03301 (January 2008 – May 2008)**  
**Student Teacher**  
Managed and assumed all responsibilities for a third grade classroom including lesson plans, assessments, communication with parents and staff meetings.

**MCT/TDS Telecom, Contoocook, NH (August 1998 – January 2008)**  
**Customer Sales, Service and Repair Advisor**  
Maintain quality customer service in a nation wide company by assisting customers in sales, products, and bill inquires for telecommunication and internet products. Took and managed telephone and DSL troubles, followed up with customers and repair technicians then closed trouble tickets.

**Universal Packaging Corporation, Bow, NH (December 1995 - August 1998)**  
**Plant Payroll and Benefits Administrator**  
Responsibilities included administrating weekly payroll for approximately 200 employees. Responsible for new employee orientation including explanation of all benefits and enrollment into health, dental and life insurance. Handled and maintained disability claims and confidential employee files.

**Pats Peak Ski Area, Henniker, NH (April 1994 – November 1995)**  
**Office Manager/Function Coordinator**  
Responsible for all accounts receivable, payable and payroll, including daily receipts and deposits. Maintained all employee benefits and files. Supervised and scheduled employees in a day to day fast paced operation. Continually maintained public relations with customers and schools. Planned and attended regional ski shows. Booked and assisted in planning weddings and functions during the off season.

**Ski School Office Manager** (September 1989 - April 1994)

Responsibilities included administrating payroll and making daily deposits. Supervised and trained employees in selling, booking and scheduling lesson sales. Responsible for all communications and sales for a "Learn to Ski" program for approximately 6500 students in 87 area schools. Visited all schools and performed presentations on the "Learn to Ski" program.

**Computer Skills:**

Windows, Word Perfect, Excel, Power Point and Microsoft Office Suite. ADP Total Time and Kronos Timekeeper Central accounting/payroll software.

**Community Contributions:**

**Warner Fall Foliage Committee** (October 2003 - Present) *Volunteer*

**Hillsboro Youth Athletic Association** (February 1993 - September 1998) *Soccer Director 5 years; Basketball Director 1 year; Baseball/Softball Director 2 years.*

**New England College; Assistant Softball Coach** (February 1998 - April 2000)

**Kearsarge Women's Softball League** (April 1992 - August 2006) *League president 5 years.*

**Independent Telephone Pioneer Association** (September 1998 - January 2008)

**Personal References:**

**Melissa Donovan**                      **Customer Service Agent; TDS Telecom**                      **(W) 603 746-9533**

**Tammy Eccard**                      **Director of Human Resources; Sheehan, Phinney, Bass & Green, Attorneys at Law**                      **(W) 603 627-8184**

**Susan Deuse**                      **Special Education Teacher**                      **(H) 603 464-5137**

**SANDRA B. PELLETIER**  
Gateways Community Services,

#### PROFESSIONAL SUMMARY

Chief Executive of a non-profit organization for the past 40 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. Current Leadership Academy Mentor for 2025-2026 ANCOR Foundation.

#### 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

Business New Hampshire Magazine Non-Profit Leader of the Year	<b>2024</b>
25 Extraordinary Women – The Telegraph, Nashua, NH	<b>2013</b>
Easter Seals Special Achievement in the area of developmental services	<b>2003</b>
“Citizen of the Year” designate, The PLUS Company, Nashua, NH	<b>2001</b>
Recipient, “Book of Golden Deeds Award” from the Nashua Exchange Club	<b>1991</b>
Recipient, “Distinguished Service Award in the field of Developmental Disabilities”,	<b>1989</b>

#### CORPORATE AWARDS

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

**SANDRA B. PELLETIER**

**PAGE 2**

**EXPERIENCE**

**Gateways Community Services, Nashua, NH  
President/CEO**

**1983 - Present**

Oversee a \$ 34 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.

Oversee Gateways subsidiary c2 corporation Property corporation (Area Agency Properties) that oversees 13 properties that are used as Group homes, shared living homes and Office space that is valued as at 10 Million dollars

**BOARD MEMBERSHIPS**

Norwin S. And Elizabeth Bean Foundation – Trustees	<b>2024- Present</b>
Communitas- Oakland, California	<b>2017 - Present</b>
Rotary of Nashua West, Nashua, NH	<b>2002 - 2023</b>
The PLUS Company, Nashua, NH	<b>1996 - Present</b>
CSNI, Concord, NH (founding Board Chair)	<b>1995 - Present</b>
Endowment for Health Foundation, NH – Including a term as President of the Board	<b>2008-2014</b>
New Hampshire Charitable Fund Regional Board	<b>2019- 2023</b>
SHARE, Milford, NH	<b>2016-2020</b>

**TIMOTHY A. LEACH, C.P.A.**

Gateways Community Services,

### CHIEF FINANCIAL OFFICER

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

### SUMMARY OF QUALIFICATIONS

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

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

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

### SELECTED ACCOMPLISHMENTS

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

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

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

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

**PROFESSIONAL EXPERIENCE**

AREA AGENCY OF GREATER NASHUA, INCORPORATED, Nashua, NH 2003 – present  
**Chief Financial Officer**

- Responsible for the day to day business operations of the Area Agency.

ACCELLION INCORPORATED, Auburn, NH (Global Internet Start Up) 2001 – 2003  
**Senior Finance Manager**

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

**Senior Accountant**

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

MONADNOCK COMMUNITY HOSPITAL, Peterborough, NH 1989-2000

**Accounting Manager**

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

PURDY, BORNSTEIN, HAMEL & BURRELL CPA's, Salem, NH 1988-1989

**Senior and Staff Accountant**

- Performed audit, review, and compilation engagements; prepared corporate, partnership, and personal tax returns.

**EDUCATION**

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

**LICENSE/CERTIFICATION**

Licensed Certified Public Accountant in the State of New Hampshire

**ASSOCIATIONS/AFFILIATIONS**

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

**NH Department of Health and Human Services**

**KEY PERSONNEL**

List those primarily responsible for meeting the terms and conditions of the agreement.

Job descriptions not required for vacant positions.

**Contractor Name:** Gateways Community Services, Inc.

<b>NAME</b>	<b>JOB TITLE</b>	<b>ANNUAL AMOUNT PAID FROM THIS CONTRACT</b>	<b>ANNUAL SALARY</b>
Donna Laflamme	Assistant Comptroller	\$19,061.00	\$76,244.00
Donna Waring	Fiscal Operations Program Mgr.	\$58,816.00	\$58,816.00
Sandra Pelletier	CEO	\$0.00	\$229,101.00
Tim Leach	CFO	\$0.00	\$146,546.00
		\$0.00	\$0.00
		\$0.00	\$0.00

ARC

8



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  
Fax: 603-271-5166 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

December 1, 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 amend an existing contract with Area Agency of Greater Nashua, Inc., d/b/a Gateways Community Services (VC#155784-B001), Nashua, NH, for ongoing financial management and employer of record services to manage payments for respite and supplemental support services for caregivers under the New Hampshire Family Caregiver Support Program and the Alzheimer's Disease and Related Disorders Program, by exercising a contract renewal option by increasing the price limitation by \$1,614,712 from \$2,293,564 to \$3,908,276 and by extending the completion date from June 30, 2024 to June 30, 2026, effective July 1, 2024, upon Governor and Council approval. 46.90% Federal Funds. 53.10% General Funds.

The original contract was approved by Governor and Council on June 29, 2022, item #42.

Funds are available in the following accounts for State Fiscal Year 2025, and are anticipated to be available in State Fiscal Year 2026, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-48-481010-2638 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS FOR SOCIAL SVC PROG, GF MATCH ARPA TITLE III FUNDING

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2023	570-500928	Family Caregiver	48130623	\$279,426	\$0	\$279,426
2024	570-500928	Family Caregiver	48130623	\$279,426	\$0	\$279,426
			<b>Subtotal</b>	<b>\$558,852</b>	<b>\$0</b>	<b>\$558,852</b>

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS FOR SOCIAL SERVICE PROGRAMS, ADM ON AGING GRANTS**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2023	570-500928	Family Caregiver	48130316	\$564,849	\$0	\$564,849
2024	570-500928	Family Caregiver	48130316	\$564,849	\$0	\$564,849
2025	570-500928	Family Caregiver	48130316	\$0	\$504,849	\$504,849
2026	570-500928	Family Caregiver	48130316	\$0	\$504,849	\$504,849
			<b>Subtotal</b>	<b>\$1,129,698</b>	<b>\$1,009,698</b>	<b>\$2,139,396</b>

**05-95-48-481010-8943 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS FOR SOCIAL SERVICE PROGRAMS, ADRD**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2023	502-500891	Payment to Providers	48130400	\$302,507	\$0	\$302,507
2024	502-500891	Payment to Providers	48130400	\$302,507	\$0	\$302,507
2025	502-500891	Payment to Providers	48130400	\$0	\$302,507	\$302,507
2026	502-500891	Payment to Providers	48130400	\$0	\$302,507	\$302,507
			<b>Subtotal</b>	<b>\$605,014</b>	<b>\$605,014</b>	<b>\$1,210,028</b>
			<b>Total</b>	<b>\$2,293,564</b>	<b>\$1,614,712</b>	<b>\$3,908,276</b>

**EXPLANATION**

The purpose of this request is for the Contractor to continue to provide financial management and employer of record services to manage payments for respite and supplemental support services for caregivers under the New Hampshire Family Caregiver Support Program and the Alzheimer's Disease and Related Disorders Program. Additional funds will sustain the management and implementation of these programs through State Fiscal Year 2026.

Approximately 1,350 individuals will be served during State Fiscal Years 2025 and 2026.

Services through this Agreement will continue to be available statewide to:

- Caregivers who are over the age of eighteen (18) and care for a person who:
  - Has Alzheimer's Disease or other related dementia or cognitive impairment;  
or
  - Requires assistance with at least two (2) activities of daily living and is over the age of sixty (60);
- Parents of adult children with disabilities, when the adult child is not receiving services through a Medicaid 1915(c) waiver, or through Aid & Attendance or Housebound benefits from the U.S. Department of Veterans Affairs; and
- Grandparents and other relatives over age fifty-five (55) who are raising their minor relative(s).

The Contractor will continue to work in partnership with contractors to ensure authorized services are accurately paid and accounted for. Services will continue to include setting up individual accounts for eligible program participants, managing funds and authorized budgets, reimbursing payment requests, accounting for expenditures made on behalf of a caregiver or care recipient, and employer of record services for family-managed employees.

The Department will continue to monitor services through regularly scheduled meetings and the review of submitted monthly invoices and program reports to ensure:

- Contract deliverables are met and timelines are adhered to;
- Encountered and foreseeable key issues are reviewed and addressed; and
- Suggested strategies to improve contract performance are discussed and implemented as requested.

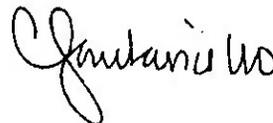
As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Paragraph 3, Subparagraph 3.3, of the original agreement, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for two (2) of the four (4) years available.

Should the Governor and Council not authorize this request, individuals who provide care and support to individuals served through the New Hampshire Family Caregiver Support Program and the Alzheimer's Disease and Related Disorders Program will not have access to financial management services that ensure accurate and timely payment for approved provided services. Approximately 700 unpaid caregivers would not receive respite and/or ancillary services, resulting in the caregivers being at a higher risk of caregiver burden, burnout, and depression, which according to research, leads to an increase in the use of the State's Long-Term Care services, such as Medicaid's home and community-based services and nursing home placements.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number 93.052, FAIN 2301NHOAFC and 2101NHFCC6.

Respectfully submitted,



for:

Lori A. Weaver  
Commissioner

**State of New Hampshire  
Department of Health and Human Services  
Amendment #1**

This Amendment to the Financial Management Services for NH Family Caregiver Support Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Area Agency of Greater Nashua, Inc., d/b/a Gateways Community Services ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2022 (Item 42), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
June 30, 2026
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$3,908,276
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
Robert W. Moore, Director
4. Modify Exhibit C, Payment Terms, Section 1, to read:
  1. This Agreement is funded by:
    - 1.1. 51.78% Federal funds:
      - 1.1.1. 41.06% from Older Americans Act Title III – Family Caregiver, as awarded on 4/27/22, by the U.S. Department of Health and Human Services, Administration of Community Living, Title III E, CFDA #93.052, FAIN 2201NHOAFC, 2301NHOAFC;
      - 1.1.2. 10.72% from American Rescue Plan (ARP) for Family Caregiver under Title III-E of the Older Americans Act, as awarded on 5/3/21, by the U.S. Department of Health and Human Services, Administration of Community Living, ARP Title III E, CFDA 93.052, FAIN #2101NHFCC6; and
    - 1.2. 48.22% General funds.
5. Modify Exhibit C, Payment Terms, Section 3, to read:
  3. Payment must be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and must be in accordance with the approved line items, as specified in Exhibits C-1, SFY 2023 Budget through Exhibit C-3, Budget Sheet, Amendment #1.
6. Add Exhibit C-3, Budget Sheet, Amendment #1, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2024, upon Governor and Council approval.

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

State of New Hampshire  
Department of Health and Human Services

11/30/2023

Date

DocuSigned by:

Melissa Hardy

137342400DF495

Name: Melissa Hardy

Title: Director, DLSS

Area Agency of Greater Nashua, Inc. d/b/a Gateways  
Community Services

11/29/2023

Date

Sandy Pelletier

Name: Sandy Pelletier

Title: President/CEO

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

OFFICE OF THE ATTORNEY GENERAL

12/1/2023

Date

DocuSigned by:  
*Robyn Guarino*

Name: Robyn Guarino

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

New Hampshire Department of Health and Human Services		
	Area Agency of Greater Nashua, Inc. d/b/a	
	Contractor Name: Gateways Community Services	
	Financial Management Services for NH Family	
	Budget Request for: Caregiver Support Program	
	Budget Period: July 1, - June 30 (SFYs 2025 & 2026)	
	Indirect Cost Rate (if applicable) 0.00%	
Line Item	Program Cost - Funded by DHHS - SFY 25	Program Cost - Funded by DHHS - SFY 26
1. Salary & Wages	\$144,848	\$144,848
2. Fringe Benefits	\$45,770	\$45,770
3. Consultants	\$0	\$0
4. Equipment	\$0	\$0
Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.		
5.(a) Supplies - Educational	\$0	\$0
5.(b) Supplies - Lab	\$0	\$0
	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0
5.(d) Supplies - Medical	\$0	\$0
6. Travel	\$0	\$0
7. Software	\$2,145	\$2,145
8. (a) Other - Marketing/Communications	\$0	\$0
8. (b) Other - Education and Training	\$0	\$0
8. (c) Other - Other (specify below)	\$0	\$0
Other Occupancy	\$2,770	\$2,770
Other Background checks	\$2,057	\$2,057
Other Office Supplies	\$4,249	\$4,249
Other Direct Services	\$605,517	\$605,517
Other (please specify)	\$0	\$0
Other (please specify)	\$0	\$0
Other (please specify)	\$0	\$0
9. Subrecipient Contracts	\$0	\$0
<b>Total Direct Costs</b>	<b>\$807,356</b>	<b>\$807,356</b>
<b>Total Indirect Costs</b>	<b>\$0</b>	<b>\$0</b>
<b>Subtotals</b>	<b>\$807,356</b>	<b>\$807,356</b>
<b>TOTAL</b>	<b>\$1,614,712.00</b>	<b>\$1,614,712.00</b>

DS  
 SP  
 Contractor Initial: \_\_\_\_\_  
 Date: 11/29/2023

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

Lori A. Stibbette  
Commissioner

Melissa A. Hardy  
Director

105 PLEASANT STREET, CONCORD, NH 03301  
603-271-5034 1-800-852-3345, Ext. 5034  
Fax: 603-271-5166 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

June 13, 2022

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 contract with Area Agency of Greater Nashua, Inc., d/b/a Gateways Community Services (VC#155784-B001), Nashua, NH, in the amount of \$2,293,564 for financial management and employer of record services to manage payments for respite and supplemental support services for caregivers under the New Hampshire Family Caregiver Support Program and the Alzheimer's Disease and Related Disorders Program, with the option to renew for up to four (4) additional years, effective July 1, 2022, upon Governor and Council approval through June 30, 2024. 55.21% Federal Funds. 44.79% General Funds.

Funds are available in the following accounts for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Year 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	570-500928	Family Caregiver	48130316	\$564,849.00
2024	570-500928	Family Caregiver	48130316	\$564,849.00
		<b>Subtotal</b>		<b>\$1,129,698.00</b>

05-95-48-481010-8943 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANT - ADRD

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	502-500891	Payments to Providers	48130400	\$302,507.00
2024	502-500891	Payments to Providers	48130400	\$302,507.00
		<b>Subtotal</b>		<b>\$605,014.00</b>

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 2 of 3

**05-95-48-481010-2638, HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS  
DEPT, HHS: ELDERLY & ADULT SVCS DIV, GRANTS FOR SOCIAL SVC PROG, GF MATCH  
ARPA TITLE III FUNDING**

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2023	570-500928	Family Caregiver	48130623	\$279,426.00
2024	570-500928	Family Caregiver	48130623	\$279,426.00
		<i>Subtotal</i>		<i>\$558,852.00</i>
		<b>Grand Total</b>		<b>\$2,293,564.00</b>

**EXPLANATION**

The purpose of this request is for the Contractor to provide financial management and employer of record services to manage payments for respite and supplemental support services for caregivers under the New Hampshire Family Caregiver Support Program and the Alzheimer Disease and Related Disorders Program.

Approximately 1300 individuals will be served during State Fiscal Years 2023 and 2024.

Services through this Agreement will be available statewide to caregivers who are over the age of 18 and care for a person who has Alzheimer's Disease or other related dementia; caregivers caring for someone over the age of 60 with a memory/cognitive impairment or requiring assistance with at least two activities of daily living; parents of adult children with disabilities, who are not receiving services through a Medicaid 1915 (c) waiver; and grandparents and other relatives over age 55 who are raising their minor relatives.

The Contractor will work in partnership with the New Hampshire ServiceLink Aging and Disability Resource Center and related contractors to ensure authorized services are accurately paid and accounted for. Services will include setting up individual accounts for eligible program participants, managing funds and authorized budgets, processing and paying invoices, accounting for expenditures made on behalf of a caregiver or care recipient, and employer of record services for family-managed employees.

The Department will monitor services through regularly scheduled meetings and the review of submitted monthly invoices and program reports to ensure:

- Contract deliverables are met and timelines are adhered to;
- Encountered and foreseeable key issues are reviewed and addressed; and
- Suggested strategies to improve contract performance are discussed and implemented as requested.

The Department selected the Contractor through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from March 24, 2022 through April 28, 2022. The Department received two (2) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, of the attached agreement, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 3 of 3

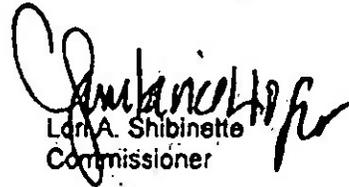
Should the Governor and Council not authorize this request individuals who provide care and support to individuals served through the New Hampshire Family Caregiver Support Program (NHFCSP) and the Alzheimer Disease and Related Disorders Program will not have access to financial management services that ensure accurate and timely payment for approved provided services. Approximately 700 unpaid caregivers would not receive respite and/or ancillary services, resulting in the caregivers being at a higher risk of caregiver burden, burnout, and depression, which according to research, leads to an increase in the use of the State's Long-Term Care services such as Medicaid's home and community-based services and nursing home placements.

Area served: Statewide

Source of Federal Funds: Assistance Listing Number #93.052, FAIN #2201NHOAFC, Title III E, and Assistance Listing Number 93.052, FAIN# 2101NHFCC6. ARP Title III E.

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

Respectfully submitted,

  
Lora A. Shibanette  
Commissioner

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

**Project ID #** RFA-2023-BEAS-01-FINAN-01

**Project Title** Financial Management Services for NH Family Caregiver Support Program

	Maximum Points Available	Gateways Community Services	GT Independence
<b>Technical</b>			
Ability Q1	30	30	25
Capacity Q2	40	40	20
Experience Q3	30	30	17
Staffing Q4	10	10	7
<b>TOTAL POINTS</b>	<b>110</b>	<b>110</b>	<b>69</b>

**Reviewer Name**

1 Jean Crouch

2 Tami Wickens

3 Tina Goulet

**Title**

Supervisor VII

Business Administrator III

Manager of Family Caregiver Supports

Subject: Financial Management Services for NH Family Caregiver Support Program (RFA-2023-BEAS-01-FINAN-01)

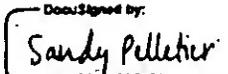
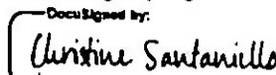
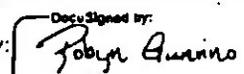
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Area Agency of Greater Nashua, Inc. d/b/a Gateways Community Services		1.4 Contractor Address 144 Canal Street, Nashua, NH 03064	
1.5 Contractor Phone Number (603) 882-6333	1.6 Account Number 048-78720000-500928 048-89430000-500891 048-26380000-500928	1.7 Completion Date June 30, 2024	1.8 Price Limitation \$2,293,564
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 6/3/2022		1.12 Name and Title of Contractor Signatory Sandy Pelletier President/CEO	
1.13 State Agency Signature DocuSigned by:  Date: 6/8/2022		1.14 Name and Title of State Agency Signatory Christine Santaniello Associate Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 6/10/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

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

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

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

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

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

**8. EVENT OF DEFAULT/REMEDIES.**

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

**9. TERMINATION.**

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

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

submit to the State a Transition Plan for services under the Agreement.

**10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

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

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

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

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

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

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 15. WORKERS' COMPENSATION.

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

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

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

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

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

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

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

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

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

**New Hampshire Department of Health and Human Services  
Financial Management Services for the NH Family Caregiver Support Program  
EXHIBIT A**

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**Revisions to Standard Agreement Provisions**

**1. Revisions to Form P-37, General Provisions**

**1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:**

**3.3. The parties may extend the Agreement for up four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.**

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

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

**New Hampshire Department of Health and Human Services  
Financial Management Services for the NH Family Caregiver Support Program  
EXHIBIT B**

**Scope of Services**

**1. Statement of Work**

1.1. The Contractor must provide services, statewide, to eligible family caregivers who are authorized by the Department's ServiceLink contractors to receive respite and/or supplemental support services under the New Hampshire Family Caregiver Support Program (NHFCSP) and/or the Alzheimer's Disease and Related Disorders (ADRD) Program.

1.2. For the purposes of this Agreement, all references to days shall mean business days, excluding state and federal holidays.

1.3. For the purposes of this Agreement, all references to business hours shall mean Monday through Friday from 8:00 AM to 4:00 PM.

**1.4. Financial Management Services**

1.4.1. The Contractor must provide financial management services (FMS), to eligible caregivers. The Contractor must ensure FMS include:

1.4.1.1. Managing funds;

1.4.1.2. Processing and paying invoices for authorized respite and supplemental support services;

1.4.1.3. Accounting for expenditures based on authorized budgets; and

1.4.1.4. Managing tax deposits and filing.

1.4.2. The Contractor must maintain a monthly cash flow sufficient to pay all invoices and payroll requests.

1.4.3. The Contractor must receive and accept all caregiver budget intake packets (referrals) for FMS services from ServiceLink contractors. Upon receiving a referral the Contractor must:

1.4.3.1. Establish a separate file and account for each caregiver;

1.4.3.2. Provide a release of information form to the caregiver for completion and signature, allowing the Contractor and ServiceLink to communicate and share information.

1.4.4. The Contractor must ensure each caregiver file includes:

1.4.4.1. Date the referral is received from the ServiceLink contractor;

1.4.4.2. Contact information for the caregiver and care recipient;

1.4.4.3. Authorized budget amount for the caregiver;

1.4.4.4. Type of authorized respite and/or supplemental service(s);

1.4.4.5. Name of designated provider(s) of services;

**New Hampshire Department of Health and Human Services  
Financial Management Services for the NH Family Caregiver Support Program  
EXHIBIT B**

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- 1.4.4.6. Start and end dates during which budgeted services may be provided; and
- 1.4.4.7. All forms requiring signatures, as applicable, including but not limited to:
  - 1.4.4.7.1. Consent forms.
  - 1.4.4.7.2. Policy review.
  - 1.4.4.7.3. Invoices, which shall not contain protected health information.
- 1.4.5. The Contractor must maintain an accounting of each caregiver's authorized budget(s). The Contractor must ensure the accounting includes:
  - 1.4.5.1. Recording beginning budget balances;
  - 1.4.5.2. Tracking expenditures; and
  - 1.4.5.3. Calculating available balances.
- 1.4.6. The Contractor must develop, maintain, and implement policies and procedures relative to FMS. The Contractor must submit the policies and procedures to the Department for approval within 20 days of the approval of the Agreement by the Governor and Executive Council.
- 1.4.7. The Contractor must provide each caregiver a monthly account statement that includes the balance of each authorized budget.
- 1.4.8. The Contractor must process and pay invoices submitted by the caregiver for actual expenses incurred by the individual or agency that provided the respite or supplemental service(s) to the caregiver in accordance with the caregiver's authorized budget. Prior to processing payment, the Contractor must verify:
  - 1.4.8.1. Service(s) invoiced are authorized;
  - 1.4.8.2. Expense(s) for service(s) are authorized;
  - 1.4.8.3. Funds are available in the caregiver's authorized budget; and
  - 1.4.8.4. The invoice is signed and dated by the caregiver, indicating approval.
- 1.4.9. The Contractor may accept verbal approval for an invoice payment from a caregiver to prevent untimely payment for services. In instances where verbal approval is obtained, the Contractor must:
  - 1.4.9.1. Retain a photocopy of the invoice or timesheet with the date and time of the verbal approval clearly documented;

**New Hampshire Department of Health and Human Services  
Financial Management Services for the NH Family Caregiver Support Program  
EXHIBIT B**

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- 1.4.9.2. Send the original invoice or timesheet to the caregiver to be signed and dated;
- 1.4.9.3. Ensure the signed and dated original invoice or timesheet is received from the caregiver; and
- 1.4.9.4. Retain the original signed and dated invoice or timesheet in the caregiver's file.
- 1.4.10. The Contractor must make payment(s) directly to the individual or agency that provided the authorized services within ten (10) business days from the date of receipt of the approved invoice as follows:
  - 1.4.10.1. Invoices received Monday will be paid on Friday of the same week;
  - 1.4.10.2. Invoices received Tuesday through Friday will be paid on the following Friday;
  - 1.4.10.3. Invoices received for emergency services, approved by the ServiceLink contractor, will be paid immediately.
- 1.4.11. The Contractor must ensure processes are in place to prevent caregiver overspending. The Contractor must ensure processes include, but are not limited to providing:
  - 1.4.11.1. Notification to caregivers when paid expenses are close to maximizing the amount of funding remaining in their authorized budget(s).
  - 1.4.11.2. Monthly account statements indicating available funding in caregiver's authorized budgets.
- 1.4.12. The Contractor must ensure invoices submitted for unauthorized services are not processed.
- 1.4.13. The Contractor must flag invoices submitted by the caregiver that are not authorized as part of the authorized budget and must notify the authorizing ServiceLink contractor.
- 1.5. **Employer of Record Services**
  - 1.5.1. The Contractor must provide Employer of Record Services (ERS) for family-managed employees. The Contractor must ensure ERS include, but are not limited to:
    - 1.5.1.1. Human resource functions, which include, but are not limited to:
      - 1.5.1.1.1. Final hiring and discharge decision making authority.

**New Hampshire Department of Health and Human Services  
Financial Management Services for the NH Family Caregiver Support Program  
EXHIBIT B.**

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- 1.5.1.1.2. Processing background checks, as applicable, including, but not limited to:
  - 1.5.1.1.2.1. Criminal background checks conducted through the county, state, and national levels for the past seven (7) years.
  - 1.5.1.1.2.2. State and national sex offender registry(ies) checks.
- 1.5.1.1.3. Review against the NH BEAS State Registry, in accordance with NH RSA 161-F:49, VIII.
- 1.5.1.1.4. Verifying the prospective workers' legal ability to work in the United States.
- 1.5.1.1.5. Providing worker's compensation liability; unemployment insurance; disability and benefit insurance coverage.
- 1.5.1.1.6. Providing payroll functions.
- 1.5.1.1.7. Completing all required federal and state paperwork, filings, and payments in accordance with all state and federal labor, tax, worker's compensation and immigration laws.
- 1.5.2. The Contractor must conduct criminal background checks, at its own expense. The Contractor must not utilize any staff, including subcontractors, who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to (one) 1 year is an authorized penalty, to fulfill the obligations of the Agreement.
- 1.5.3. The Contractor must provide ERS in accordance with all applicable federal and state laws, rules and regulations.
- 1.5.4. The Contractor must develop, maintain, and implement policies and procedures relative to ERS. The Contractor must submit the ERS policies and procedures to the Department for approval within 20 days of the approval of the Agreement. ERS policies and procedures must include, but are not limited to:
  - 1.5.4.1. Hiring criteria and processes, including ensuring the family-managed employee applicant:
    - 1.5.4.1.1. Is 18 years of age, or older.

**New Hampshire Department of Health and Human Services  
Financial Management Services for the NH Family Caregiver Support Program  
EXHIBIT B**

---

- 1.5.4.1.2. Is not the spouse, legal guardian, or surrogate of the care recipient.
- 1.5.4.1.3. Does not live with the care recipient.
- 1.5.4.1.4. Is a citizen of the United States of America or has verified legal alien status.
- 1.5.4.1.5. All applicable background and criminal record checks are verified and approved.
- 1.5.4.2. Application process.
- 1.5.4.3. Discharge criteria and processes.
- 1.5.4.4. Provisions ensuring compliance with Health Insurance Portability and Accountability Act (HIPAA), applicable federal and state confidentiality laws and regulations, and Exhibits I and K of this Agreement.
- 1.5.4.5. Health and safety.
- 1.5.4.6. Human rights.
- 1.5.4.7. Family-managed employee policies and procedures.
- 1.5.4.8. Benefits, if applicable.
- 1.5.4.9. Timekeeping and payroll schedule.
- 1.5.5. The Contractor must collaborate with the caregiver to function as co-employers of the family-managed employee. The Contractor must ensure co-employer functions include:
  - 1.5.5.1. Recruitment;
  - 1.5.5.2. Hiring;
  - 1.5.5.3. Supervisory duties; and
  - 1.5.5.4. Discharge of family-managed employees.
- 1.5.6. The Contractor must develop a Managing Supervisor Agreement (MSA) that clearly defines roles and responsibilities of the caregiver and the Contractor as related to the family-managed employee. The MSA must include, but is not limited to:
  - 1.5.6.1. Recruitment, hiring, and discharge;
  - 1.5.6.2. Supervisory duties.
  - 1.5.6.3. Scheduling.
  - 1.5.6.4. Task(s) assignment.
  - 1.5.6.5. Training on the provision of care for the care recipient

**New Hampshire Department of Health and Human Services  
Financial Management Services for the NH Family Caregiver Support Program  
EXHIBIT B**

---

- 1.5.7. The Contractor must review the MSA with caregivers and provide training on tasks and functions relating to the caregivers' duties as a managing supervisor. The Contractor must ensure training is available on, but not limited to:
  - 1.5.7.1. Developing job descriptions for family-managed employees.
  - 1.5.7.2. Recruitment, interviewing, supervisory, retention, and discharge skills.
  - 1.5.7.3. Conducting reference checks.
  - 1.5.7.4. Developing performance evaluations and performance plans for family-managed employees.
  - 1.5.7.5. Developing work schedules for family-managed employees.
  - 1.5.7.6. Developing family-managed employee training as it relates to the duties in the job description, homecare environment, and participant preferences.
  - 1.5.7.7. Additional topics as requested by the caregiver and approved by the Department.
  - 1.5.7.8. Familiarization with the Contractor's ERS policies and procedures as described in above.
- 1.5.8. The Contractor must contact the caregiver within two (2) business days of receiving a referral for ERS services from a caregiver or ServiceLink contractor.
- 1.5.9. The Contractor must schedule a home visit with the caregiver and their prospective family-managed employee within seven (7) days of initial contact for ERS. The Contractor must ensure the home visit includes:
  - 1.5.9.1. Meeting with the caregiver to:
    - 1.5.9.1.1. Review the intake packet, including FMS and ERS policies and practices;
    - 1.5.9.1.2. Explain the requirements for employing a family-managed employee;
    - 1.5.9.1.3. Review of the MSA.
    - 1.5.9.1.4. Provide supervisory training for the caregiver, as applicable.
  - 1.5.9.2. Meeting with the caregiver and selected family-managed employee applicant to collaboratively review:
    - 1.5.9.2.1. Job application and description;

**New Hampshire Department of Health and Human Services  
Financial Management Services for the NH Family Caregiver Support Program  
EXHIBIT B**

---

- 1.5.9.2.2. Managing supervisor roles and responsibilities;
  - 1.5.9.2.3. Roles and responsibilities of the ERS provider;
  - 1.5.9.2.4. Confidentiality rules and laws, including, but not limited to HIPAA;
  - 1.5.9.2.5. Releases for all required background and criminal record checks;
  - 1.5.9.2.6. W-4 and I-9 forms, including verification of identification of documents and vehicle insurance, as applicable;
  - 1.5.9.2.7. Emergency notification forms;
  - 1.5.9.2.8. Training on blood-borne pathogens;
  - 1.5.9.2.9. Agreement to abide by the FMS Contractor's policies and procedures;
  - 1.5.9.2.10. Timesheet policies and procedures; and
  - 1.5.9.2.11. Overtime policies and the impact on the caregiver's budget design.
- 1.5.10. The Contractor must collect and retain all documents requiring signatures from either the caregiver or the family-managed employee and ensure documentation is recorded and stored in the caregiver's file.
- 1.5.11. The Contractor must ensure the hiring process is completed for each prospective family-managed employee prior to successful employment. The Contractor must ensure:
- 1.5.11.1. All required paperwork is complete and submitted;
  - 1.5.11.2. All required verifications are complete and submitted; and
  - 1.5.11.3. All required background checks are complete deemed acceptable.
- 1.5.12. The Contractor must ensure that the family-managed employee is successfully employed prior to providing services to the care recipient.
- 1.5.13. The Contractor must ensure newly hired family-managed employees begin work within 30 business days of the home visit and must notify the applicable ServiceLink contractor if the start date is past 30 business days, providing the reason(s) why the start date was delayed:
- 1.6. Payroll for Family-Managed Employees

**New Hampshire Department of Health and Human Services  
Financial Management Services for the NH Family Caregiver Support Program  
EXHIBIT B**

---

- 1.6.1. The Contractor must process and distribute payroll for the family-managed employee(s). The Contractor must:
  - 1.6.1.1. Receive timesheets signed by the caregiver for the actual hours the family-managed employee provided caregiver respite or other services for the care recipient. The Contractor must ensure timesheets are received no later than the timeframe identified in ERS policies and procedures.
  - 1.6.1.2. Review the authorized budget for authorized services against the timesheet(s) presented by the caregiver to verify actual expenses for services are authorized.
  - 1.6.1.3. Verify funds are available in the caregiver's account to pay the invoice.
  - 1.6.1.4. Contact the caregiver and the respective ServiceLink contractor if a discrepancy is found in the timesheet or if there is not enough funding in the caregiver's budget.
  - 1.6.1.5. Calculate the dollar amount of payment owed to the family-managed employee and the employer's share of social security taxes, unemployment insurance, and associated payroll taxes.
  - 1.6.1.6. Distribute payroll on a bi-weekly basis, with a Friday pay date.
  - 1.6.1.7. Ensure paychecks are available to the family-managed employee on the Friday pay date.
- 1.6.2. The Contractor must ensure all employer of record and payroll tax services are performed in accordance with Internal Revenue Service laws, rules, regulations and policies.
- 1.6.3. The Contractor must ensure payroll preparation and distribution is performed in accordance with Federal, state, and local employment taxes, workers' compensation insurance rules, and other applicable requirements.

**1.7. Authorized Caregiver Budgets**

- 1.7.1. The Contractor must ensure caregivers who receive FMS services:
  - 1.7.1.1. Have a current, authorized, budget(s) for respite and/or supplemental services under the NHFCSP and ADRD program, on file, as applicable.
  - 1.7.1.2. Are providing the highest level of care that must include, but is not limited to, assisting the care recipient with at least two (2) activities of daily living per day.
  - 1.7.1.3. Meet the criteria for receiving FMS services.

**New Hampshire Department of Health and Human Services  
Financial Management Services for the NH Family Caregiver Support Program  
EXHIBIT B**

---

- 1.7.1.4. Are providing care for an individual who has a diagnosis of dementia.
- 1.7.2. The Contractor must ensure payments to an agency or family-managed employee do not exceed the amount available in the caregiver's authorized budget(s). The Contractor must ensure payments made that exceed any authorized budget are made at the Contractor's expense.
- 1.7.3. The Contractor must ensure payments to providers and family-managed employees for respite or supplemental services are clearly documented in the associated authorized budgets.
- 1.7.4. The Contractor must work in collaboration with the ServiceLink contractor(s) to accept and process changes to caregivers' authorized budgets and update caregivers' accounts accordingly.
- 1.7.5. The Contractor must ensure the authorized budget under Title III-E for the NHFCP for each caregiver is no more than \$2,000 per state fiscal year for Title III-E, ensuring funds may be used to purchase:
  - 1.7.5.1. Respite services, which include:
    - 1.7.5.1.1. In-home respite care;
    - 1.7.5.1.2. Adult day-program services; and
    - 1.7.5.1.3. Short respite stays in an authorized facility; and
    - 1.7.5.1.4. Supplemental services, which include:
      - 1.7.5.1.4.1. Emergency response systems;
      - 1.7.5.1.4.2. Transportation to and from medical appointments and/or adult day services;
      - 1.7.5.1.4.3. Assistive devices and other similar items that complement the care being provided and are essential to the prevention or delay of nursing home placement;
      - 1.7.5.1.4.4. Chore-related services that may include, but are not limited to:
        - 1.7.5.1.4.4.1. Heavy housework;
        - 1.7.5.1.4.4.2. Yardwork;
        - 1.7.5.1.4.4.3. Snowplowing;
        - 1.7.5.1.4.4.4. Nutritional supplements

**New Hampshire Department of Health and Human Services  
Financial Management Services for the NH Family Caregiver Support Program  
EXHIBIT B**

---

- 1.7.5.1.4.4.5. Incontinence supplies;
  - 1.7.5.1.4.4.6. Home safety repairs or modifications that assist a family caregiver to provide care;
  - 1.7.5.1.4.4.7. Mobility aids; and/or
  - 1.7.5.1.4.4.8. Adaptive or assistive equipment including but not limited to devices or equipment to maintain or improve functional capacities.
- 1.7.6. The Contractor must ensure the authorized budget under the ADRD program for each caregiver is no more than \$2,000 and is utilized to purchase respite services that include:
- 1.7.6.1. In-home respite care;
  - 1.7.6.2. Adult day-program services; and/or.
  - 1.7.6.3. Short respite stays in an authorized facility.
- 1.7.7. The Contractor must ensure ADRD program funds are not utilized to purchase supplemental services.
- 1.7.8. The Contractor must ensure authorized budgets for the American Rescue Plan Act of 2021 (ARPA) funds for each caregiver have been approved by the Department prior to use or payment of funds.
- 1.7.9. The Contractor must ensure ARPA funds are paid as a grant check or are utilized to purchase items authorized under ARPA, as directed and approved by the Department.
- 1.8. Customer Service
- 1.8.1. The Contractor must provide customer service that includes guidance, information and assistance on, but is not limited to:
- 1.8.1.1. Financial functions, including but not limited to:
    - 1.8.1.1.1. Invoicing.
    - 1.8.1.1.2. Payroll.
    - 1.8.1.1.3. Billing.
    - 1.8.1.1.4. Authorized expenditures.

**New Hampshire Department of Health and Human Services  
Financial Management Services for the NH Family Caregiver Support Program  
EXHIBIT B**

---

- 1.8.1.1.5. Account reconciliation.
- 1.8.1.1.6. Account balances.
- 1.8.1.2. Roles and responsibilities of ServiceLink contractors, caregivers and family-managed employees.
- 1.8.1.3. Supervision and training of family-managed employees.
- 1.8.2. The Contractor must ensure customer service is available and accessible during normal business hours to:
  - 1.8.2.1. Caregivers.
  - 1.8.2.2. Care recipients.
  - 1.8.2.3. Family-managed employees.
  - 1.8.2.4. ServiceLink contractors.
  - 1.8.2.5. Stakeholders with whom a consent to share information has been signed and granted, including, but not limited to:
    - 1.8.2.5.1. Providers of ancillary services.
    - 1.8.2.5.2. Guardians.
    - 1.8.2.5.3. Family members.
- 1.8.3. The Contractor must provide access to a toll-free number that provides customer service and assistance, with clearly defined hours of operation.
- 1.8.4. The Contractor must provide customer service in an array of formats that includes, but is not limited to:
  - 1.8.4.1. Telephone.
  - 1.8.4.2. Virtual meetings.
  - 1.8.4.3. Postal service mail.
  - 1.8.4.4. Facsimile.
  - 1.8.4.5. Email.
- 1.8.5. The Contractor must respond to customer service requests within two (2) business days.
- 1.9. Consumer Feedback Surveys
  - 1.9.1. The Contractor must develop and administer consumer feedback surveys, as approved by the Department, which are completed by caregivers at the end of each authorization service period. The Contractor must ensure surveys include, but are not limited to the following measurements:

**New Hampshire Department of Health and Human Services  
Financial Management Services for the NH Family Caregiver Support Program  
EXHIBIT B**

---

1.9.1.1. Timeliness of:

- 1.9.1.1.1. Initial contact and scheduling of home visit.
- 1.9.1.1.2. Invoice processing.
- 1.9.1.1.3. Payroll processing.
- 1.9.1.1.4. Resolution of billing issues.
- 1.9.1.1.5. Responses to customer service requests, including any necessary follow-up training.

1.9.1.2. Training satisfaction.

1.9.1.3. Ease of accessibility by telephone and/or email for caregivers.

1.9.1.4. Availability of accurate and real-time information to caregivers regarding their authorized budgets.

1.9.1.5. Quality of services provided.

1.10. Contract Monitoring

1.10.1. The Contractor must meet with the Department on a monthly basis to review:

1.10.1.1. Key work performed;

1.10.1.2. Encountered and foreseeable key issues that have been or may be barriers to contract performance; and

1.10.1.3. Suggested mitigation strategies to improve contract performance.

1.11. Waitlists

1.11.1. The Contractor must collect waitlist data from all ServiceLink contractors relative to the NHFCP and ADRD program that include, but are not limited to:

1.11.1.1. Name of caregivers and care recipients, by program and ServiceLink contractor.

1.11.1.2. Date a caregiver or care recipient was placed on the waitlist.

1.11.1.3. The reason(s) why a caregiver and/or a care recipient are on a waitlist.

1.11.1.4. Date a caregiver or care recipient was removed from the waitlist.

1.12. Transition of Services

1.12.1. Upon termination or expiration of the Agreement, the parties agree to cooperate in good faith to effectuate a smooth secure transition of the Services from the Contractor to the Department and, if applicable, the

**New Hampshire Department of Health and Human Services  
Financial Management Services for the NH Family Caregiver Support Program  
EXHIBIT B**

---

Contractor engaged by the Department to assume the Services previously performed by the Contractor for this section the new Contractor shall be known as "Recipient"). Contract end of life services shall be provided at no additional cost.

- 1.12.2. The Contractor must ensure the uninterrupted delivery of all services included in this Agreement in the event that the Agreement is expiring or a new contract is to be executed with a different agency. The Contractor must:
  - 1.12.2.1. Ensure a minimum of one (1) month overlap of services is provided to:
    - 1.12.2.1.1. Facilitate the transition of services, as directed by the Department; and
    - 1.12.2.1.2. Ensure all caregivers and associated records have been successfully transitioned.
  - 1.12.2.2. Develop a detailed transition plan and submit the plan to the Department for approval within 30 days of transition notification by the Department. The Contractor must ensure the transition plan includes, but is not limited to:
    - 1.12.2.2.1. A close-out date for pending, approved expenditures;
    - 1.12.2.2.2. The transfer of all records of authorized budgets for family caregivers; including expenditures and units provided to the entity determined by and as directed by the Department; and
  - 1.12.2.3. Documentation of all information necessary for the reimbursement of outstanding expense claims submitted by caregivers.
  - 1.12.2.4. Designate a person responsible for coordinating, implementing, and answering any questions related to the transition plan and must assign staff as necessary to assist in the transition.
  - 1.12.2.5. Conduct transition status meetings that include all parties, as directed by the Department, at a frequency determined by the Department.
  - 1.12.2.6. Notify employees, caregivers, and family-managed employees of the pending transition of services, utilizing a format approved by the Department.
- 1.12.3. The Contractor is responsible for mailing and postage expenses related to notification of the transition process to participants and

**New Hampshire Department of Health and Human Services  
Financial Management Services for the NH Family Caregiver Support Program  
EXHIBIT B**

---

those employed by the current Contractor on behalf of the caregiver(s).

**1.13. Staffing**

1.13.1. The Contractor must ensure all agency staff have appropriate training, education, experience, and orientation to perform the requirements of the positions they hold.

1.13.2. The Contractor must verify agency staff have all required licenses and certifications, as required, to perform their assigned duties. The Contractor must provide copies of licenses or certifications for any staff member who provides services, to the Department upon request.

1.13.3. The Contractor must develop and maintain a current Staffing Contingency Plan that includes but is not limited to:

1.13.3.1. A process for replacement of personnel in the event of loss of key personnel;

1.13.3.2. Allocation of additional resources in the event of inability to meet any performance standard;

1.13.3.3. A timeframe for obtaining replacement staff members; and

1.13.3.4. A plan for training new staff members.

1.13.4. The Contractor must ensure funds in this Agreement are not provided for vacant staff positions and that any funds paid for positions while vacant must be reimbursed to the Department during the Agreement period.

1.13.5. The Contractor will ensure employees involved in delivering services through the resulting Agreement, will sign an attestation agreeing to access, view, store, and discuss confidential data in accordance with Federal and State laws and regulations and the Department's Exhibit K, Security Requirements, by signing an attestation. The Contractor shall ensure said individuals have a justifiable business need to access confidential data. The Contractor must provide attestations upon Department request.

1.13.6. The State may, at its sole expense, conduct reference and background screening of the Contractor Project Manager and the Contractor Key Project Staff. The State shall maintain the Confidentiality of background screening results.

1.13.7. The Contractor shall actively and regularly collaborate with the Department to enhance contract management and improve results.

1.13.8. The Contractor must, upon contract completion, maintain all contract related data and records for seven (7) years, at which time all contract

**New Hampshire Department of Health and Human Services  
Financial Management Services for the NH Family Caregiver Support Program  
EXHIBIT B**

---

related data and records must be destroyed in accordance with Exhibits I and K, which are attached hereto as Appendix A, P37 and Standard Exhibits.

**1.14. Privacy Impact Assessment (PIA)**

1.14.1. The Contractor must allow the Department to conduct a Privacy Impact Assessment (PIA) of its system if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

1.14.1.1. How PII is gathered and stored;

1.14.1.2. Who will have access to PII;

1.14.1.3. How PII will be used in the system;

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

1.14.1.5. Privacy practices.

1.14.2. The Department may conduct follow-up PIA's in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII. The Contractor must ensure family-managed employees are subject to the standard hiring process, application process, and all applicable background checks, as detailed in the ERS policies and procedures.

1.14.3. The Contractor shall meet with the Department at a frequency and via a method approved by the Department, to ensure project goals and timelines are being met and contract deliverables are being achieved.

**2. Reporting**

2.1. The Contractor must provide financial and service reports to caregivers, ServiceLink contractors, and the Department on a monthly basis and as requested.

2.2. The Contractor must ensure reports and statements do not include identifiable care receiver information.

2.3. The Contractor must ensure reports and statements are exchanged securely via secure email, a Secure File Transfer Protocol (SFTP) site, or other method that maintains the security and confidentiality of the information.

2.4. The Contractor must ensure reports include, but are not limited to the following:

**2.4.1. Caregiver Statements**

2.4.1.1. The Contractor must provide monthly reports to each caregiver, no later than the 15<sup>th</sup> of the month for the <sup>05</sup> prior

**New Hampshire Department of Health and Human Services  
Financial Management Services for the NH Family Caregiver Support Program  
EXHIBIT B**

---

month's activities. The Contractor must ensure statements for caregivers include, but are not limited to:

- 2.4.1.1.1. Budget information by program and funding source.
- 2.4.1.1.2. Beginning and end dates of the authorized services.
- 2.4.1.1.3. Total authorized budget amount.
- 2.4.1.1.4. Number of care recipients served by the caregiver.
- 2.4.1.1.5. Type of service(s) provided by category (respite, or supplemental services) for the month and year to date.
- 2.4.1.1.6. Amount of expenditures by service type, for the month and year to date.
- 2.4.1.1.7. Available balance, year to date.

**2.4.2. ServiceLink Contractor Reports**

2.4.2.1. The Contractor must provide monthly reports to each ServiceLink contractor, no later than the 15<sup>th</sup> of the month, for the prior month's activities. The Contractor must ensure reports identify expenditures and program utilization of caregivers located in the ServiceLink contractor's respective service area and include, but are not limited to:

- 2.4.2.1.1. Copies of statements provided to each caregiver, as detailed above.
- 2.4.2.1.2. A summary of monthly and year-to-date expenditures for each caregiver.
- 2.4.2.1.3. Total authorized budget amount(s) for each caregiver.
- 2.4.2.1.4. Total amount allocated to the ServiceLink contractor.
- 2.4.2.1.5. Amount of expenditures by program and type, as applicable to:
  - 2.4.2.1.5.1. ADRD respite;
  - 2.4.2.1.5.2. Title III-E respite;
  - 2.4.2.1.5.3. Title III-E supplemental services; and

**New Hampshire Department of Health and Human Services  
Financial Management Services for the NH Family Caregiver Support Program  
EXHIBIT B**

---

2.4.2.1.5.4. ARPA funds.

2.4.2.1.6. Amount of remaining balances available.

2.4.2.1.7. Total number of caregivers by each respective ServiceLink contractor.

2.4.2.1.8. Total number of care recipients for each caregiver.

**2.4.3. Department Reports**

2.4.3.1. The Contractor must submit a Denial of Invoice report to the Department and the applicable ServiceLink contractor within (2) days of denial determination. The Contractor must ensure Denial of Invoice reports include, but are not limited to:

2.4.3.1.1. Name of caregiver.

2.4.3.1.2. Date of receipt of invoice.

2.4.3.1.3. Date of invoice denial determination.

2.4.3.1.4. Reason for denial.

2.4.3.2. The Contractor must submit monthly reports to the Department, no later than the 15<sup>th</sup> of the month, for the prior month's activities, which identifies the prior month's activities. The Contractor must ensure reports to the Department include, but are not limited to:

2.4.3.2.1. Copies of all information provided to caregivers and ServiceLink contractors by the Contractor.

2.4.3.2.2. A monthly and year-to-date summary of the caregivers' activities, including, but not limited to:

2.4.3.2.2.1. Total authorized budget amounts.

2.4.3.2.2.2. Amount of expenditures by program type and funding source.

2.4.3.2.2.3. Amount of available balances remaining to pay for services.

2.4.3.2.2.4. Total number of care recipients by caregiver.

2.4.3.2.2.5. Number of caregivers by ServiceLink contractor.

2.4.3.2.2.6. Number of invoices processed and paid to vendors that provided

**New Hampshire Department of Health and Human Services  
Financial Management Services for the NH Family Caregiver Support Program  
EXHIBIT B**

respite and/or supplemental services.

2.4.3.2.2.7. Number of payrolls processed and paid to family-managed employees.

2.4.3.2.2.8. Number of hours used to:

2.4.3.2.2.8.1. Process and pay invoices.

2.4.3.2.2.8.2. Process and distribute payroll.

2.4.3.2.2.8.3. Establish the employer of record service with each caregiver.

2.4.3.2.2.8.4. Provide customer service.

2.4.3.3. The Contractor must provide monthly consumer survey reports, no later than the 15th of the month, for the prior month's activities detailing consumer responses and satisfaction ratings.

2.4.3.4. The Contractor must provide information, data, and reports, as requested by the Department, for purposes that may include, but are not limited to:

2.4.3.4.1. Program monitoring.

2.4.3.4.2. Compiling the annual report to the Administration for Community Living on service utilization.

2.4.3.4.3. Responding to requests for information by the Governor and State Legislators.

2.4.3.5. The Contractor must complete and submit an annual, end-of-year report to the Department, no later than 60 days following the end of the state fiscal year, which includes, but is not limited to:

2.4.3.5.1. A complete program overview.

2.4.3.5.2. Accomplishments toward program goals and performance measures.

2.4.3.5.3. End-of-year financial report.

**2.4.4. Waitlist Reports**

**New Hampshire Department of Health and Human Services  
Financial Management Services for the NH Family Caregiver Support Program  
EXHIBIT B**

---

2.4.4.1. The Contractor must collect waitlist data from all ServiceLink contractors relative to the NHFCP and ADRD and submit monthly reports to the Department, no later than the 15<sup>th</sup> of the month, for the prior month's activities, that include, but are not limited to:

2.4.4.1.1. The number of caregivers and care recipients on a waitlist, by program and ServiceLink contractor.

2.4.4.1.2. The reason(s) why a caregiver and/or a care recipient are on a waitlist.

2.4.4.2. The Contractor must ensure waitlist reports are created and maintained in a Microsoft Excel format.

2.4.5. *Title III-E Annual Federal Reporting*

2.4.5.1. The Contractor must provide an annual report for the period of October 1 through September 30, in a format approved by the Department, to the Department, no later than December 15, of each year, for completion of the annual Title III-E Federal Report that includes, but is not limited to:

2.4.5.1.1. A comparison of data elements from current year to previous year, where applicable.

2.4.5.1.2. Other data and information as requested by the Department.

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

**3. Performance Measures**

3.1. The Department will use the following measures to evaluate and monitor performance of the Contractor:

3.1.1. 85% or better of invoices are paid against the approved budgets within 30 days or less.

3.1.2. 90% of customer service requests receive a response within two (2) business days.

3.1.3. Consumer survey results show 85% or better in consumer satisfaction ratings.

**4. Exhibits Incorporated**

4.1. The Contractor shall 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

**New Hampshire Department of Health and Human Services  
Financial Management Services for the NH Family Caregiver Support Program  
EXHIBIT B**

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Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

- 4.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 4.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

**5. Additional Terms**

**5.1. Impacts Resulting from Court Orders or Legislative Changes**

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

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

- 5.2.1. The Contractor shall submit, within ten (10) 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.

**5.3. Credits and Copyright Ownership**

- 5.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall 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."
- 5.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
- 5.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

**New Hampshire Department of Health and Human Services  
Financial Management Services for the NH Family Caregiver Support Program  
EXHIBIT B**

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- 5.3.3.1. Brochures.
- 5.3.3.2. Resource directories.
- 5.3.3.3. Protocols or guidelines.
- 5.3.3.4. Posters.
- 5.3.3.5. Reports.

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

**6. Records**

6.1. The Contractor shall keep records that include, but are not limited to:

6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

6.1.2. 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.

6.2. 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 shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

**New Hampshire Department of Health and Human Services  
Financial Management Services for the New Hampshire Family Caregiver  
Support Program**

**EXHIBIT C**

**Payment Terms**

1. This Agreement is funded by:
  - 1.1. 55.21% Federal funds:
    - 1.1.1. 36.94% from Older Americans Act Title III – Family Caregiver, as awarded on 4/27/22, by the U.S. Department of Health and Human Services, Administration of Community Living, Title III E, CFDA #93.052, FAIN #2201NHOAFC; and
    - 1.1.2. 18.27% from American Rescue Plan(ARP) for Family Caregiver under Title III-E of the Older Americans Act, as awarded on 5/3/21, by the U.S. Department of Health and Human Services, Administration of Community Living, ARP Title III E, CFDA 93.052, FAIN #2101NHFCC6
  - 1.2. 44.79% General funds.
2. For the purposes of this Agreement the Department has identified:
  - 2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
  - 2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-1, SFY2023 Budget through Exhibit C-2 SFY2024 Budget
4. The Contractor 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 Contractor shall ensure each invoice:
  - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
  - 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
  - 4.3. Identifies and requests payment for allowable costs incurred in the previous month.
  - 4.4. 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.
  - 4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

**New Hampshire Department of Health and Human Services  
Financial Management Services for the New Hampshire Family Caregiver  
Support Program**

**EXHIBIT C**

- 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to [beasinvoices@dhhs.nh.gov](mailto:beasinvoices@dhhs.nh.gov) or mailed to:
- Financial Manager  
Department of Health and Human Services  
105 Pleasant Street  
Concord, NH 03301
5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
8. Audits
- 8.1. The Contractor must email an annual audit to [dhhs.act@dhhs.nh.gov](mailto:dhhs.act@dhhs.nh.gov) if any of the following conditions exist:
- 8.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
- 8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
- 8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 8.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to [dhhs.act@dhhs.nh.gov](mailto:dhhs.act@dhhs.nh.gov) within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor

**New Hampshire Department of Health and Human Services  
Financial Management Services for the New Hampshire Family Caregiver  
Support Program**

**EXHIBIT C**

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shall submit quarterly progress reports on the status of implementation of the corrective action plan.

- 8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 8.4. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

BT-1.0

Exhibit C-1 SFY 2023

RFA-2023-BEAS-01-FINAN-01

New Hampshire Department of Health and Human Services Complete one budget form for each budget period.	
Area Agency of Greater Nashua, Inc. d/b/a Gateways Community Services	
Contractor Name:	
Budget Request for: <i>Financial Management Services</i>	
Budget Period <i>SFY 2023 (July 1, 2022 through June 30, 2023)</i>	
Indirect Cost Rate (if applicable) <i>0.00%</i>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$182,087
2. Fringe Benefits	\$51,217
3. Consultants	\$0
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$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	\$4,755
6. Travel	\$0
7. Software	\$2,400
8. (a) Other - Marketing/Communications	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	
<i>Other Occupancy</i>	\$3,100
<i>Other Background Checks</i>	\$2,300
<i>Other (please specify)</i>	\$0
<i>Direct Service Dollar</i>	\$920,823
9. Subrecipient Contracts	\$0
<b>Total Direct Costs</b>	<b>\$1,146,782</b>
<b>Total Indirect Costs</b>	<b>\$0</b>
<b>TOTAL</b>	<b>\$1,146,782</b>

SP

6/3/2022

New Hampshire Department of Health and Human Services	
<i>Complete one budget form for each budget period.</i>	
Area Agency of Greater Nashua, Inc. d/b/a Gateways Community Services	
Contractor Name:	
Budget Request for: <i>Financial Management Services</i>	
Budget Period: <i>SFY 2024 (July 1, 2023 through June 30, 2024)</i>	
Indirect Cost Rate (if applicable) 0.00%	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$178,296
2. Fringe Benefits	\$56,338
3. Consultants	\$0
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$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	\$5,231
6. Travel	\$0
7. Software	\$2,640
8. (a) Other - Marketing/Communications	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	
<i>Other Occupancy</i>	\$3,410
<i>Other Background Checks</i>	\$2,530
<i>Other (please specify)</i>	\$0
<i>Direct Services Dollars</i>	\$898,337
9. Subrecipient Contracts	\$0
<b>Total Direct Costs</b>	<b>\$1,146,782</b>
<b>Total Indirect Costs</b>	<b>\$0</b>
<b>TOTAL</b>	<b>\$1,146,782</b>

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6/3/2022

New Hampshire Department of Health and Human Services  
Exhibit D



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS**

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

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

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

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

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New Hampshire Department of Health and Human Services  
Exhibit D



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

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

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

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

Vendor Name: Area Agency of Greater Nashua, Inc.

6/3/2022

Date

DocuSigned by:

Sandy Pelletier

Name: Sandy Pelletier

Title: President/CEO



New Hampshire Department of Health and Human Services  
Exhibit E

**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

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

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

Vendor Name: Area Agency of Greater Nashua, Inc.

6/3/2022

Date

DocuSigned by:

Sandy Pelletier

Name: Sandy Pelletier

Title: President/CEO

Exhibit E - Certification Regarding Lobbying

Vendor Initials

DS  
SP

Date 6/3/2022

New Hampshire Department of Health and Human Services  
Exhibit F



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

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

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

**New Hampshire Department of Health and Human Services  
Exhibit F**



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

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

**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Area Agency of Greater Nashua, Inc.

6/3/2022

Date

DocuSigned by:

*Sandy Pelletier*

Name: Sandy Pelletier

Title: President/CEO

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

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

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

Exhibit G

Contractor Initials

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

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

Contractor Name: Area Agency of Greater Nashua, Inc.

6/3/2022

Date

DocuSigned by:

Sandy Pelletier

Name: Sandy Pelletier

Title: President/CEO

Exhibit G

Contractor Initials

SP

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

New Hampshire Department of Health and Human Services  
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Area Agency of Greater Nashua, Inc.

6/3/2022

Date

DocuSigned by:

Sandy Pelletier

Name: Sandy Pelletier

Title: President/CEO

New Hampshire Department of Health and Human Services



Exhibit I

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT  
BUSINESS ASSOCIATE AGREEMENT**

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

(1) **Definitions.**

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

3/2014

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Date 6/3/2022



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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

3/2014

Contractor Initials

SP

6/3/2022  
Date

New Hampshire Department of Health and Human Services



Exhibit I

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

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

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- o The unauthorized person used the protected health information or to whom the disclosure was made;
- o Whether the protected health information was actually acquired or viewed
- o The extent to which the risk to the protected health information has been mitigated.

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

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

New Hampshire Department of Health and Human Services



Exhibit I

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

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

New Hampshire Department of Health and Human Services



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

3/2014

Contractor Initials SP

Date 6/3/2022

New Hampshire Department of Health and Human Services



Exhibit I

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

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

Department of Health and Human Services

Area Agency of Greater Nashua, Inc.

The State by:

Name of the Contractor

*Christine Santaniello*

*Sandy Pelletier*

Signature of Authorized Representative

Signature of Authorized Representative

Christine Santaniello

Sandy Pelletier

Name of Authorized Representative  
Associate Commissioner

Name of Authorized Representative

President/CEO

Title of Authorized Representative

Title of Authorized Representative

6/8/2022

6/3/2022

Date

Date

New Hampshire Department of Health and Human Services  
Exhibit J



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

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

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

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

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

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

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

Contractor Name: Area Agency of Greater Nashua, Inc.

6/3/2022

Date

DocuSigned by:

Sandy Pelletier

Name: Sandy Pelletier

Title: President/CEO

New Hampshire Department of Health and Human Services  
Exhibit J



**FORM A**

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

1. The DUNS number for your entity is: 193539343
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: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all 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 or misplacement of hardcopy documents, and misrouting of physical or electronic

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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.
2. The Contractor must not disclose any Confidential Information in response to a

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such 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.).

New Hampshire Department of Health and Human Services

Exhibit K

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 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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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.
  - 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.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- 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;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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