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

Lori A. Weaver  
Interim Commissioner

Melissa A. Hardy  
Director

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April 10, 2023

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, to enter into an amendment to an existing contract with the Contractor listed below in **bold** to add additional funding to support the increase of need and cost to provide nutrition services to qualifying New Hampshire citizens, by increasing the total price limitation by \$22,797.21 from \$23,988,179.72 to \$24,010,976.93 with no change to the contract completion dates of June 30, 2024, effective upon Governor and Council approval. 81.80% Federal Funds. 18.20% General Funds.

The original contracts were approved by Governor and Council on June 29, 2022, item #45 and amended on April 12, 2023, item #31A.

Contractor Name	Vendor Code	Area Served	Current Budget	Increase (Decrease) Amount	Revised Budget
Community Action Program Belknap-Merrimack Counties, Inc.	177203	Belknap and Merrimack Counties	\$3,976,162.69	\$0	\$3,976,162.69
Gibson Center for Senior Services	155344	Albany, Bartlett, Chatham, Conway(s), Eaton, Jackson, Madison	\$ 699,073.89	\$0	\$ 699,073.89
Grafton County Senior Citizens Council, Inc.	177675	Grafton County and Plainfield	\$2,347,707.13	\$0	\$2,347,707.13
Newport Senior Center	177250	Sullivan County	\$1,530,859.82	\$0	\$1,530,859.82
Ossipee Concerned Citizens	170158	Carroll County	\$1,018,291.60	\$ 0	\$1,018,291.60
Rockingham Nutrition MOW	155197	Rockingham County	\$4,082,582.11	\$0	\$4,082,582.11

St Joseph Community Services	155093	Hillsborough County	\$5,631,940.84	\$ -	\$5,631,940.84
Strafford Nutrition MOW	260818	Strafford County	\$1,521,873.94	\$ -	\$1,521,873.94
Tri-County Community Action Program	177195	Coos County	\$1,718,768.52	\$ -	\$1,718,768.52
Home Healthcare, Hospice and Community Services, Inc. (Formerly - VNA at HCS, Inc.)	177274	Cheshire County	\$1,460,919.18	\$22,797.21	\$1,483,716.39
			\$23,988,179.72	\$22,797.21	\$24,010,976.93

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.

See attached fiscal details.

**EXPLANATION**

The purpose of this request is to add additional funding to address the increased need for home delivered and congregate meals and increased cost to provide nutritional services to qualifying New Hampshire citizens. This contract will distribute the remaining American Rescue Plan Act (ARPA) Congregate meal funding to vendors to support the continued operations of congregate dining sites. The Contractor is experiencing an increase in request for meals due to inflation and are faced with the increased cost of food statewide. Therefore, the Department is requesting to add in the additional funds to ensure meal units are fulfilled and delivered.

Approximately 148 individuals will be served through these services. Approximately 2,811 additional meals will be served by this amendment during State Fiscal Years 2023 and 2024 which is in addition to the 1.6 million meals already being served through these services. The Contractor will provide meals using the following three methods for the following populations:

- Home delivered meals, delivered to the homes of eligible individuals who are homebound and unable to prepare their own meals, or who are temporarily homebound due to recovery from illness or injury.
- Grab-n-Go meals, defined as meal delivery whereby eligible individuals, or their designee, drive to a service location and are provided a meal without being required to leave their vehicle.
- Congregate meals, defined as meals served in a group setting at State-approved locations.

The Department will monitor services by reviewing the quarterly program service reports and semi-annual Home-Delivered Data Forms submitted by Contractor.

Should the Governor and Executive Council not authorize this request, the Department will be unable to support the increase of meal units being requested for older adults and younger adults with disabilities or chronic illness and they may not have access to nutritious meals and may struggle to live independently in their homes.

Area Served: Statewide.

Source of Federal Funds: Admin for Comm Living, ARPA Title III C, Assistance Listing Number #93.045 FAIN #2101NHCMC6; and Center for Medicaid and Medicare HCBS FMAP ARP.

Respectfully submitted,



Lon A. Weaver  
Interim Commissioner

Fiscal Details  
RFA-2017-BEAS-06-NUTRI

Nutrition  
FINANCIAL DETAIL ATTACHMENT SHEET

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

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

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (TIII)	2023	\$ 780,019.80	\$ -	\$ 780,019.80
541-500383	Meals - Congregate (TIII)	2023	\$ 338,860.13	\$ -	\$ 338,860.13
544-500386	Meals - Home Delivered (TIII)	2024	\$ 780,019.80	\$ -	\$ 780,019.80
541-500383	Meals - Congregate (TIII)	2024	\$ 338,860.13	\$ -	\$ 338,860.13
		<b>Subtotal</b>	<b>\$ 2,237,759.86</b>	<b>\$ -</b>	<b>\$ 2,237,759.86</b>

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (TIII)	2023	\$ 160,578.00	\$ -	\$ 160,578.00
541-500383	Meals - Congregate (TIII)	2023	\$ 58,392.00	\$ -	\$ 58,392.00
544-500386	Meals - Home Delivered (TIII)	2024	\$ 160,578.00	\$ -	\$ 160,578.00
541-500383	Meals - Congregate (TIII)	2024	\$ 58,392.00	\$ -	\$ 58,392.00
		<b>Subtotal</b>	<b>\$ 437,940.00</b>	<b>\$ -</b>	<b>\$ 437,940.00</b>

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

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (TIII)	2023	\$ 394,462.29	\$ -	\$ 394,462.29
541-500383	Meals - Congregate (TIII)	2023	\$ 162,410.86	\$ -	\$ 162,410.86
544-500386	Meals - Home Delivered (TIII)	2024	\$ 394,462.29	\$ -	\$ 394,462.29
541-500383	Meals - Congregate (TIII)	2024	\$ 162,410.86	\$ -	\$ 162,410.86
		<b>Subtotal</b>	<b>\$ 1,113,746.30</b>	<b>\$ -</b>	<b>\$ 1,113,746.30</b>

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (TIII)	2023	\$ 280,962.84	\$ -	\$ 280,962.84
541-500383	Meals - Congregate (TIII)	2023	\$ 123,888.36	\$ -	\$ 123,888.36
544-500386	Meals - Home Delivered (TIII)	2024	\$ 280,962.84	\$ -	\$ 280,962.84
541-500383	Meals - Congregate (TIII)	2024	\$ 123,888.36	\$ -	\$ 123,888.36
		<b>Subtotal</b>	<b>\$ 809,702.40</b>	<b>\$ -</b>	<b>\$ 809,702.40</b>

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (TIII)	2023	\$ 139,175.71	\$ -	\$ 139,175.71
541-500383	Meals - Congregate (TIII)	2023	\$ 79,048.17	\$ -	\$ 79,048.17
544-500386	Meals - Home Delivered (TIII)	2024	\$ 139,175.71	\$ -	\$ 139,175.71
541-500383	Meals - Congregate (TIII)	2024	\$ 79,048.17	\$ -	\$ 79,048.17
		<b>Subtotal</b>	<b>\$ 436,447.76</b>	<b>\$ -</b>	<b>\$ 436,447.76</b>

Fiscal Details  
RFA-2017-BEAS-06-NUTRI

**Rockingham Nutrition MOW (Vendor #155197)**

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (TIII)	2023	\$ 788,729.94	\$ -	\$ 788,729.94
541-500383	Meals - Congregate (TIII)	2023	\$ 342,712.38	\$ -	\$ 342,712.38
544-500386	Meals - Home Delivered (TIII)	2024	\$ 788,729.94	\$ -	\$ 788,729.94
541-500383	Meals - Congregate (TIII)	2024	\$ 342,712.38	\$ -	\$ 342,712.38
		<b>Subtotal</b>	<b>\$ 2,262,884.64</b>	<b>\$ -</b>	<b>\$ 2,262,884.64</b>

**St Joseph Community Services (Vendor #155093)**

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (TIII)	2023	\$ 1,290,268.56	\$ -	\$ 1,290,268.56
541-500383	Meals - Congregate (TIII)	2023	\$ 560,579.42	\$ -	\$ 560,579.42
544-500386	Meals - Home Delivered (TIII)	2024	\$ 1,290,268.56	\$ -	\$ 1,290,268.56
541-500383	Meals - Congregate (TIII)	2024	\$ 560,579.42	\$ -	\$ 560,579.42
		<b>Subtotal</b>	<b>\$ 3,701,695.96</b>	<b>\$ -</b>	<b>\$ 3,701,695.96</b>

**Stafford Nutrition MOW (Vendor # 260818)**

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (TIII)	2023	\$ 305,000.88	\$ -	\$ 305,000.88
541-500383	Meals - Congregate (TIII)	2023	\$ 132,525.51	\$ -	\$ 132,525.51
544-500386	Meals - Home Delivered (TIII)	2024	\$ 305,000.88	\$ -	\$ 305,000.88
541-500383	Meals - Congregate (TIII)	2024	\$ 132,525.51	\$ -	\$ 132,525.51
		<b>Subtotal</b>	<b>\$ 875,052.78</b>	<b>\$ -</b>	<b>\$ 875,052.78</b>

**Tri-County Community Action Program (Vendor #177195)**

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (TIII)	2023	\$ 344,512.80	\$ -	\$ 344,512.80
541-500383	Meals - Congregate (TIII)	2023	\$ 149,653.83	\$ -	\$ 149,653.83
544-500386	Meals - Home Delivered (TIII)	2024	\$ 344,512.80	\$ -	\$ 344,512.80
541-500383	Meals - Congregate (TIII)	2024	\$ 149,653.83	\$ -	\$ 149,653.83
		<b>Subtotal</b>	<b>\$ 988,333.26</b>	<b>\$ -</b>	<b>\$ 988,333.26</b>

**Home Healthcare, Hospice and Community Services, Inc. (VNA at HCS (Vendor #177274))**

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (TIII)	2023	\$ 277,167.36	\$ -	\$ 277,167.36
541-500383	Meals - Congregate (TIII)	2023	\$ 120,409.17	\$ -	\$ 120,409.17
544-500386	Meals - Home Delivered (TIII)	2024	\$ 277,167.36	\$ -	\$ 277,167.36
541-500383	Meals - Congregate (TIII)	2024	\$ 120,409.17	\$ -	\$ 120,409.17
		<b>Subtotal</b>	<b>\$ 795,153.06</b>	<b>\$ -</b>	<b>\$ 795,153.06</b>

Fiscal Details  
RFA-2017-BEAS-06-NUTRI

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

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (TIII)	2023	\$ 4,760,878.18	\$ -	\$ 4,760,878.18
541-500383	Meals - Congregate (TIII)	2023	\$ 2,068,479.83	\$ -	\$ 2,068,479.83
544-500386	Meals - Home Delivered (TIII)	2024	\$ 4,760,878.18	\$ -	\$ 4,760,878.18
541-500383	Meals - Congregate (TIII)	2024	\$ 2,068,479.83	\$ -	\$ 2,068,479.83
	<b>Subtotal</b>		<b>\$ 13,658,716.02</b>	<b>\$ -</b>	<b>\$ 13,658,716.02</b>

**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES,  
GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT**

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

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals Home Delivered (TXX)	2023	\$ 467,387.41	\$ -	\$ 467,387.41
544-500386	Meals Home Delivered (TXX)	2024	\$ 467,387.41	\$ -	\$ 467,387.41
	<b>Subtotal</b>		<b>\$ 934,774.82</b>	<b>\$ -</b>	<b>\$ 934,774.82</b>

**Gibson Center for Senior Services (Vendor #155344)**

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals Home Delivered (TXX)	2023	\$ 41,361.00	\$ -	\$ 41,361.00
544-500386	Meals Home Delivered (TXX)	2024	\$ 41,361.00	\$ -	\$ 41,361.00
	<b>Subtotal</b>		<b>\$ 82,722.00</b>	<b>\$ -</b>	<b>\$ 82,722.00</b>

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

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals Home Delivered (TXX)	2023	\$ 315,089.72	\$ -	\$ 315,089.72
544-500386	Meals Home Delivered (TXX)	2024	\$ 315,089.72	\$ -	\$ 315,089.72
	<b>Subtotal</b>		<b>\$ 630,179.44</b>	<b>\$ -</b>	<b>\$ 630,179.44</b>

**Newport Senior Center (Vendor #177250)**

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals Home Delivered (TXX)	2023	\$ 205,775.03	\$ -	\$ 205,775.03
544-500386	Meals Home Delivered (TXX)	2024	\$ 205,775.03	\$ -	\$ 205,775.03
	<b>Subtotal</b>		<b>\$ 411,550.06</b>	<b>\$ -</b>	<b>\$ 411,550.06</b>

**Ossipee Concerned Citizens (Vendor #170158)**

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals Home Delivered (TXX)	2023	\$ 148,218.36	\$ -	\$ 148,218.36
544-500386	Meals Home Delivered (TXX)	2024	\$ 148,218.36	\$ -	\$ 148,218.36
	<b>Subtotal</b>		<b>\$ 296,436.72</b>	<b>\$ -</b>	<b>\$ 296,436.72</b>

**Rockingham Nutrition MOW (Vendor #155197)**

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
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Fiscal Details  
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544-500386	Meals Home Delivered (TXX)	2023	\$ 472,683.24	\$ -	\$ 472,683.24
544-500386	Meals Home Delivered (TXX)	2024	\$ 472,683.24	\$ -	\$ 472,683.24
		<b>Subtotal</b>	<b>\$ 945,366.48</b>	<b>\$ -</b>	<b>\$ 945,366.48</b>

**St Joseph Community Services (Vendor #155093)**

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals Home Delivered (TXX)	2023	\$ 608,250.00	\$ -	\$ 608,250.00
544-500386	Meals Home Delivered (TXX)	2024	\$ 608,250.00	\$ -	\$ 608,250.00
		<b>Subtotal</b>	<b>\$ 1,216,500.00</b>	<b>\$ -</b>	<b>\$ 1,216,500.00</b>

**Strafford Nutrition MOW (Vendor # 260818)**

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals Home Delivered (TXX)	2023	\$ 182,791.29	\$ -	\$ 182,791.29
544-500386	Meals Home Delivered (TXX)	2024	\$ 182,791.29	\$ -	\$ 182,791.29
		<b>Subtotal</b>	<b>\$ 365,582.58</b>	<b>\$ -</b>	<b>\$ 365,582.58</b>

**Tri-County Community Action Program (Vendor #177195)**

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals Home Delivered (TXX)	2023	\$ 206,423.83	\$ -	\$ 206,423.83
544-500386	Meals Home Delivered (TXX)	2024	\$ 206,423.83	\$ -	\$ 206,423.83
		<b>Subtotal</b>	<b>\$ 412,847.66</b>	<b>\$ -</b>	<b>\$ 412,847.66</b>

**Home Healthcare, Hospice and Community Services, Inc. (VNA at HCS (Vendor #177274))**

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals Home Delivered (TXX)	2023	\$ 205,093.79	\$ -	\$ 205,093.79
544-500386	Meals Home Delivered (TXX)	2024	\$ 205,093.79	\$ -	\$ 205,093.79
		<b>Subtotal</b>	<b>\$ 410,187.58</b>	<b>\$ -</b>	<b>\$ 410,187.58</b>

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

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals Home Delivered (TXX)	2023	\$ 2,853,073.67	\$ -	\$ 2,853,073.67
544-500386	Meals Home Delivered (TXX)	2024	\$ 2,853,073.67	\$ -	\$ 2,853,073.67
		<b>Subtotal</b>	<b>\$ 5,706,147.34</b>	<b>\$ -</b>	<b>\$ 5,706,147.34</b>

**05-95-48-481010-2638 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: DTLSS-ELDERLY-ADULT SVCS,  
GRANTS FOR SOCIAL SVC PROG,GENERAL FUND MATCH FOR ARPA, 85% FEDERAL, 15% GENERAL**

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

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (ARP)	2023	\$ 215,734.11	\$ -	\$ 215,734.11
541-500383	Meals - Congregate (ARP)	2023	\$ 143,814.63	\$ -	\$ 143,814.63
544-500386	Meals - Home Delivered (ARP)	2024	\$ 215,734.11	\$ -	\$ 215,734.11
541-500383	Meals - Congregate (ARP)	2024	\$ 143,814.63	\$ -	\$ 143,814.63

Fiscal Details  
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		<b>Subtotal</b>	<b>\$ 719,097.48</b>	<b>\$ -</b>	<b>\$ 719,097.48</b>
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**Gibson Center for Senior Services (Vendor #155344)**

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (ARP)	2023	\$ 43,794.00	\$ -	\$ 43,794.00
541-500383	Meals - Congregate (ARP)	2023	\$ 44,605.00	\$ -	\$ 44,605.00
544-500386	Meals - Home Delivered (ARP)	2024	\$ 43,794.00	\$ -	\$ 43,794.00
541-500383	Meals - Congregate (ARP)	2024	\$ 44,605.00	\$ -	\$ 44,605.00
		<b>Subtotal</b>	<b>\$ 176,798.00</b>	<b>\$ -</b>	<b>\$ 176,798.00</b>

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

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (ARP)	2023	\$ 103,402.50	\$ -	\$ 103,402.50
541-500383	Meals - Congregate (ARP)	2023	\$ 161,129.48	\$ -	\$ 161,129.48
544-500386	Meals - Home Delivered (ARP)	2024	\$ 103,402.50	\$ -	\$ 103,402.50
541-500383	Meals - Congregate (ARP)	2024	\$ 194,396.70	\$ -	\$ 194,396.70
		<b>Subtotal</b>	<b>\$ 562,331.18</b>	<b>\$ -</b>	<b>\$ 562,331.18</b>

**Newport Senior Center (Vendor #177250)**

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (ARP)	2023	\$ 74,644.44	\$ -	\$ 74,644.44
541-500383	Meals - Congregate (ARP)	2023	\$ 52,577.13	\$ -	\$ 52,577.13
544-500386	Meals - Home Delivered (ARP)	2024	\$ 74,644.44	\$ -	\$ 74,644.44
541-500383	Meals - Congregate (ARP)	2024	\$ 52,577.13	\$ -	\$ 52,577.13
		<b>Subtotal</b>	<b>\$ 254,443.14</b>	<b>\$ -</b>	<b>\$ 254,443.14</b>

**Ossipee Concerned Citizens (Vendor #170158)**

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (ARP)	2023	\$ 36,251.70	\$ -	\$ 36,251.70
541-500383	Meals - Congregate (ARP)	2023	\$ 82,665.23	\$ -	\$ 82,665.23
544-500386	Meals - Home Delivered (ARP)	2024	\$ -36,251.70	\$ -	\$ 36,251.70
541-500383	Meals - Congregate (ARP)	2024	\$ 106,995.23	\$ -	\$ 106,995.23
		<b>Subtotal</b>	<b>\$ 262,163.86</b>	<b>\$ -</b>	<b>\$ 262,163.86</b>

**Rockingham Nutrition MOW (Vendor #155197)**

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (ARP)	2023	\$ 229,869.84	\$ -	\$ 229,869.84
541-500383	Meals - Congregate (ARP)	2023	\$ 145,485.29	\$ -	\$ 145,485.29
544-500386	Meals - Home Delivered (ARP)	2024	\$ 229,869.84	\$ -	\$ 229,869.84
541-500383	Meals - Congregate (ARP)	2024	\$ 145,485.29	\$ -	\$ 145,485.29
		<b>Subtotal</b>	<b>\$ 750,710.26</b>	<b>\$ -</b>	<b>\$ 750,710.26</b>

Fiscal Details  
RFA-2017-BEAS-06-NUTRI

**St Joseph Community Services (Vendor #155093)**

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (ARP)	2023	\$ 356,872.44	\$ -	\$ 356,872.44
541-500383	Meals - Congregate (ARP)	2023	\$ -	\$ -	\$ -
544-500386	Meals - Home Delivered (ARP)	2024	\$ 356,872.44	\$ -	\$ 356,872.44
541-500383	Meals - Congregate (ARP)	2024	\$ -	\$ -	\$ -
		<b>Subtotal</b>	<b>\$ 713,744.88</b>	<b>\$ -</b>	<b>\$ 713,744.88</b>

**Stafford Nutrition MOW (Vendor # 260818)**

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (ARP)	2023	\$ 84,376.44	\$ -	\$ 84,376.44
541-500383	Meals - Congregate (ARP)	2023	\$ 56,242.85	\$ -	\$ 56,242.85
544-500386	Meals - Home Delivered (ARP)	2024	\$ 84,376.44	\$ -	\$ 84,376.44
541-500383	Meals - Congregate (ARP)	2024	\$ 56,242.85	\$ -	\$ 56,242.85
		<b>Subtotal</b>	<b>\$ 281,238.58</b>	<b>\$ -</b>	<b>\$ 281,238.58</b>

**Tri-County Community Action Program (Vendor #177195)**

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (ARP)	2023	\$ 95,276.28	\$ -	\$ 95,276.28
541-500383	Meals - Congregate (ARP)	2023	\$ 63,517.52	\$ -	\$ 63,517.52
544-500386	Meals - Home Delivered (ARP)	2024	\$ 95,276.28	\$ -	\$ 95,276.28
541-500383	Meals - Congregate (ARP)	2024	\$ 63,517.52	\$ -	\$ 63,517.52
		<b>Subtotal</b>	<b>\$ 317,587.60</b>	<b>\$ -</b>	<b>\$ 317,587.60</b>

**Home Healthcare, Hospice and Community Services, Inc. (VNA at HCS (Vendor #177274))**

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (ARP)	2023	\$ 76,688.16	\$ -	\$ 76,688.16
541-500383	Meals - Congregate (ARP)	2023	\$ 51,101.11	\$ -	\$ 51,101.11
544-500386	Meals - Home Delivered (ARP)	2024	\$ 76,688.16	\$ -	\$ 76,688.16
541-500383	Meals - Congregate (ARP)	2024	\$ 51,101.11	\$ -	\$ 51,101.11
		<b>Subtotal</b>	<b>\$ 255,578.54</b>	<b>\$ -</b>	<b>\$ 255,578.54</b>

**05-95-48-481010-2638 Summary for All Vendors**

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
544-500386	Meals - Home Delivered (ARP)	2023	\$ 1,316,909.91	\$ -	\$ 1,316,909.91
541-500383	Meals - Congregate (ARP)	2023	\$ 801,138.24	\$ -	\$ 801,138.24
544-500386	Meals - Home Delivered (ARP)	2024	\$ 1,316,909.91	\$ -	\$ 1,316,909.91
541-500383	Meals - Congregate (ARP)	2024	\$ 858,735.46	\$ -	\$ 858,735.46
		<b>Subtotal</b>	<b>\$ 4,293,693.52</b>	<b>\$ -</b>	<b>\$ 4,293,693.52</b>

05-95-93-930010-2606 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: DIV OF DEVELOPMENTAL SVCS, HCBS  
ENHANCED FMAP-ARP 100% FEDERAL FUNDS

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

Fiscal Details  
RFA-2017-BEAS-06-NUTRI

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
102-500731	Contracts for Program Svs	2023	\$ 16,909.35	\$ -	\$ 16,909.35
102-500731	Contracts for Program Svs	2024	\$ 67,621.18	\$ -	\$ 67,621.18
		<b>Subtotal</b>	<b>\$ 84,530.53</b>	<b>\$ -</b>	<b>\$ 84,530.53</b>

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
102-500731	Contracts for Program Svs	2023	\$ 324.40	\$ -	\$ 324.40
102-500731	Contracts for Program Svs	2024	\$ 1,289.49	\$ -	\$ 1,289.49
		<b>Subtotal</b>	<b>\$ 1,613.89</b>	<b>\$ -</b>	<b>\$ 1,613.89</b>

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

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
102-500731	Contracts for Program Svs	2023	\$ 8,288.42	\$ -	\$ 8,288.42
102-500731	Contracts for Program Svs	2024	\$ 33,161.79	\$ -	\$ 33,161.79
		<b>Subtotal</b>	<b>\$ 41,450.21</b>	<b>\$ -</b>	<b>\$ 41,450.21</b>

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
102-500731	Contracts for Program Svs	2023	\$ 11,029.60	\$ -	\$ 11,029.60
102-500731	Contracts for Program Svs	2024	\$ 44,134.62	\$ -	\$ 44,134.62
		<b>Subtotal</b>	<b>\$ 55,164.22</b>	<b>\$ -</b>	<b>\$ 55,164.22</b>

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
102-500731	Contracts for Program Svs	2023	\$ 4,647.03	\$ -	\$ 4,647.03
102-500731	Contracts for Program Svs	2024	\$ 18,596.23	\$ -	\$ 18,596.23
		<b>Subtotal</b>	<b>\$ 23,243.26</b>	<b>\$ -</b>	<b>\$ 23,243.26</b>

Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
102-500731	Contracts for Program Svs	2023	\$ 24,727.39	\$ -	\$ 24,727.39
102-500731	Contracts for Program Svs	2024	\$ 98,893.34	\$ -	\$ 98,893.34
		<b>Subtotal</b>	<b>\$ 123,620.73</b>	<b>\$ -</b>	<b>\$ 123,620.73</b>

Home Healthcare, Hospice and Community Services, Inc. (VNA at HCS (Vendor #177274))

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
102-500731	Contracts for Program Svs	2023	(\$ 4,557.82)	(\$ 4,557.82)	(\$ 4,557.82)
102-500731	Contracts for Program Svs	2024	(\$ 18,239.39)	(\$ 18,239.39)	(\$ 18,239.39)
		<b>Subtotal</b>	<b>(\$ 22,797.21)</b>	<b>(\$ 22,797.21)</b>	<b>(\$ 22,797.21)</b>

05-95-93-930010-2606 Summary for All Vendors

Fiscal Details  
RFA-2017-BEAS-06-NUTRI

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
102-500731	Contracts for Program Svs	2023	\$ 65,926.19	\$ 4,557.82	\$ 70,484.01
102-500731	Contracts for Program Svs	2024	\$ 263,696.65	\$ 18,239.39	\$ 281,936.04
		<b>Subtotal</b>	<b>\$ 329,622.84</b>	<b>\$ 22,797.21</b>	<b>\$ 352,420.05</b>

Summary by Vendor by Year

Community Action Program Belknap-Merrimack Counties, Inc.

	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
	2023	\$ 1,962,725.43	\$ -	\$ 1,962,725.43
	2024	\$ 2,013,437.26	\$ -	\$ 2,013,437.26
	<b>Subtotal</b>	<b>\$ 3,976,162.69</b>	<b>\$ -</b>	<b>\$ 3,976,162.69</b>

Gibson Center for Senior Services

	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
	2023	\$ 349,054.40	\$ -	\$ 349,054.40
	2024	\$ 350,019.49	\$ -	\$ 350,019.49
	<b>Subtotal</b>	<b>\$ 699,073.89</b>	<b>\$ -</b>	<b>\$ 699,073.89</b>

Grafton County Senior Citizens Council, Inc.

	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
	2023	\$ 1,144,783.27	\$ -	\$ 1,144,783.27
	2024	\$ 1,202,923.86	\$ -	\$ 1,202,923.86
	<b>Subtotal</b>	<b>\$ 2,347,707.13</b>	<b>\$ -</b>	<b>\$ 2,347,707.13</b>

Newport Senior Center

	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
	2023	\$ 748,877.40	\$ -	\$ 748,877.40
	2024	\$ 781,982.42	\$ -	\$ 781,982.42
	<b>Subtotal</b>	<b>\$ 1,530,859.82</b>	<b>\$ -</b>	<b>\$ 1,530,859.82</b>

Ossipee Concerned Citizens

	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
	2023	\$ 490,006.20	\$ -	\$ 490,006.20
	2024	\$ 528,285.40	\$ -	\$ 528,285.40
	<b>Subtotal</b>	<b>\$ 1,018,291.60</b>	<b>\$ -</b>	<b>\$ 1,018,291.60</b>

Rockingham Nutrition MOW

	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
	2023	\$ 2,004,208.08	\$ -	\$ 2,004,208.08
	2024	\$ 2,078,374.03	\$ -	\$ 2,078,374.03
	<b>Subtotal</b>	<b>\$ 4,082,582.11</b>	<b>\$ -</b>	<b>\$ 4,082,582.11</b>

Fiscal Details  
RFA-2017-BEAS-06-NUTRI

**St Joseph Community Services**

	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
	2023	\$ 2,815,970.42	\$ -	\$ 2,815,970.42
	2024	\$ 2,815,970.42	\$ -	\$ 2,815,970.42
	<b>Subtotal</b>	<b>\$ 5,631,940.84</b>	<b>\$ -</b>	<b>\$ 5,631,940.84</b>

**Stafford Nutrition MOW**

	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
	2023	\$ 760,936.97	\$ -	\$ 760,936.97
	2024	\$ 760,936.97	\$ -	\$ 760,936.97
	<b>Subtotal</b>	<b>\$ 1,521,873.94</b>	<b>\$ -</b>	<b>\$ 1,521,873.94</b>

**Tri-County Community Action Program**

	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
	2023	\$ 859,384.26	\$ -	\$ 859,384.26
	2024	\$ 859,384.26	\$ -	\$ 859,384.26
	<b>Subtotal</b>	<b>\$ 1,718,768.52</b>	<b>\$ -</b>	<b>\$ 1,718,768.52</b>

**Home Healthcare, Hospice and Community Services, Inc. (VNA at HCS (Vendor #177274))**

	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
	2023	\$ 730,459.59	\$ 4,557.82	\$ 735,017.41
	2024	\$ 730,459.59	\$ 18,239.39	\$ 748,698.98
	<b>Subtotal</b>	<b>\$ 1,460,919.18</b>	<b>\$ 22,797.21</b>	<b>\$ 1,483,716.39</b>

**Summary for All Vendors by Year**

	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
	2023	\$ 11,866,406.02	\$ 4,557.82	\$ 11,870,963.84
	2024	\$ 12,121,773.70	\$ 18,239.39	\$ 12,140,013.09
	<b>Subtotal</b>	<b>\$ 23,988,179.72</b>	<b>\$ 22,797.21</b>	<b>\$ 24,010,976.93</b>

Class/Account	Class Title	SFY	Current Budget	Increase/ (Decrease)	Revised Budget
7872-544-500386	Meals - Home Delivered (TIII)	2023	\$ 4,760,878.18	\$ -	\$ 4,760,878.18
7872-541-500383	Meals - Congregate (TIII)	2023	\$ 2,068,479.83	\$ -	\$ 2,068,479.83
9255-544-500386	Meals Home Delivered (TXX)	2023	\$ 2,853,073.67	\$ -	\$ 2,853,073.67
2638-544-500386	Meals - Home Delivered (ARP)	2023	\$ 1,316,909.91	\$ -	\$ 1,316,909.91
2638-541-500383	Meals - Congregate (ARP)	2023	\$ 801,138.24	\$ -	\$ 801,138.24
2606-102-500731	Contracts for Program Svs	2023	\$ 65,926.19	\$ 4,557.82	\$ 70,484.01
7872-544-500386	Meals - Home Delivered (TIII)	2024	\$ 4,760,878.18	\$ -	\$ 4,760,878.18
7872-541-500383	Meals - Congregate (TIII)	2024	\$ 2,068,479.83	\$ -	\$ 2,068,479.83

Fiscal Details  
RFA-2017-8EAS-06-NUTRI

9255-544-500386	Meals Home Delivered (TXX)	2024	\$ 2,853,073.67	\$ -	\$ 2,853,073.67
2638-544-500386	Meals - Home Delivered (ARP)	2024	\$ 1,316,909.91	\$ -	\$ 1,316,909.91
2638-541-500383	Meals - Congregate (ARP)	2024	\$ 858,735.46	\$ -	\$ 858,735.46
2606-102-500731	Contracts for Program Svs	2024	\$ 263,696.65	\$ 18,239.39	\$ 281,936.04
		<b>Total</b>	<b>\$ 23,988,179.72</b>	<b>\$ 22,797.21</b>	<b>\$ 24,010,976.93</b>

7872-544-500386	Meals - Home Delivered (TIII)	all	\$ 9,521,756.36	\$ -	\$ 9,521,756.36
7872-541-500383	Meals - Congregate (TIII)	all	\$ 4,136,959.66	\$ -	\$ 4,136,959.66
9255-544-500386	Meals Home Delivered (TXX)	all	\$ 5,706,147.34	\$ -	\$ 5,706,147.34
2638-544-500386	Meals - Home Delivered (ARP)	all	\$ 2,633,819.82	\$ -	\$ 2,633,819.82
2638-541-500383	Meals - Congregate (ARP)	all	\$ 1,659,873.70	\$ -	\$ 1,659,873.70
2606-102-500731	Contracts for Program Svs	all	\$ 329,622.84	\$ 22,797.21	\$ 352,420.05
		<b>Total</b>	<b>\$ 23,988,179.72</b>	<b>\$ 22,797.21</b>	<b>\$ 24,010,976.93</b>

<b>Grand Total SFY23</b>	2023	<b>\$ 11,866,406.02</b>	<b>\$ 4,557.82</b>	<b>\$ 11,870,963.84</b>
<b>Grand Total SFY24</b>	2024	<b>\$ 12,121,773.70</b>	<b>\$ 18,239.39</b>	<b>\$ 12,140,013.09</b>
<b>Total Contract</b>		<b>\$ 23,988,179.72</b>	<b>\$ 22,797.21</b>	<b>\$ 24,010,976.93</b>

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

This Amendment to the BEAS Nutrition Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Home Healthcare, Hospice and Community Services, Inc., ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2022, (Item #45), 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, Paragraph 17, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to increase the price limitation to support continued delivery of these services; 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:  
Home Healthcare, Hospice, and Community Services, Inc.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$1,483,716.39
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, by replacing in its entirety with Exhibit C - Amendment #1, Payment Terms, which is attached hereto and incorporated by reference herein.
5. Modify Exhibit C-1, Rate Sheet, by replacing in its entirety with Exhibit C-1 – Amendment #1, Rate Sheet, 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 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

4/18/2023

Date

DocuSigned by:

Melissa Hardy

Name: Melissa Hardy

Title: Director, DLTSS

Home Healthcare, Hospice and Community Services, Inc.

4/18/2023

Date

Maura McQueeney

Name: Maura McQueeney

Title: 4/18/2023

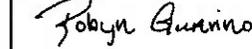
The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

4/18/2023

Date

DocuSigned by:



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  
BEAS Nutrition Services**

**EXHIBIT C – Amendment 1**

**Payment Terms**

1. This Agreement is funded by:
  - 1.1. 63.30% Federal funds,
    - 1.1.1. 22.42% Older Americans Act Title III - Home-Delivered Meals, as awarded on 4/27/22, by the U.S. Department of Health and Human Services, Administration of Community Living, Title III C-2, CFDA #93.045, FAIN #2201NHOAHD,
    - 1.1.2. 8.11% Older Americans Act Title III - Congregate Meals, as awarded on 4/27/22, by the U.S. Department of Health and Human Services, Administration of Community Living, Title III C-1, CFDA #93.045, FAIN #2201NHOACM,
    - 1.1.3. 16.59% Social Services Block Grant, as awarded on 10/1/2021, by the U.S. Department of Health and Human Services, Social Services Block Grant, CFDA #93.667, FAIN #2101NHSOSR,
    - 1.1.4. 8.79% American Rescue Plan(ARP) for Home Delivered Meals under Title III-C2 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 C-2, CFDA 93.045, FAIN #2101NHHDC6,
    - 1.1.5. 5.85% American Rescue Plan (ARP) for Congregate Meals under Title III-C1 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 C-1, CFDA# 93.045, FAIN #2101NHCMC6.
    - 1.1.6. 1.54% Center for Medicaid/Medicare Services- HCBS Enhanced FMAP-ARP Funds.
  - 1.2. 36.70% 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 for services provided in the fulfillment of this Agreement, as specified in Exhibit B Scope of Work, and in accordance with Exhibit C-1, Rate Sheet.
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.

RFA-2023-BEAS-04-BEASN-10-A01

Home Healthcare and Hospice (VNA at HCS)

Contractor Initials   
Date 4/18/2023

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

**EXHIBIT C – Amendment 1**

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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.
- 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:  

Data Management Unit  
Department of Health and Human Services  
129 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:

RFA-2023-BEAS-04-BEASN-10-A01

Home Healthcare and Hospice (VNA at HCS)

Contractor Initials MM  
Date 4/18/2023

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

**EXHIBIT C – Amendment 1**

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- 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 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.

## Exhibit C-1 Amendment 1 - Rate Sheet

7/1/2022 through 06/30/2023 Service Units				
Funding Source	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC2 HD Meals	Per Meal	34,176.00	\$8.11	\$ 277,167.36
Title IIIC1 Cong Meals	Per Meal	14,847.00	\$8.11	\$ 120,409.17
Title XX HD Meals	Per Meal	25,289.00	\$8.11	\$ 205,093.79
ARP Title IIIC2 HD Meals	Per Meal	9,456.00	\$8.11	\$ 76,688.16
ARP Title IIIC1 Cong Meals	Per Meal	6,301.00	\$8.11	\$ 51,101.11
ARP Title IIIC1 Cong Meals ADDT'L	Per Meal	0.00	\$8.11	\$
ARP HCBS	Per Meal	562.00	\$8.11	\$ 4,557.82
			<b>Subtotal</b>	<b>\$ 735,017.41</b>

7/1/2023 through 06/30/2024 Service Units				
Funding Source	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title IIIC2 HD Meals	Per Meal	34,176	\$8.11	\$ 277,167.36
Title IIIC1 Cong Meals	Per Meal	14,847	\$8.11	\$ 120,409.17
Title XX HD Meals	Per Meal	25,289	\$8.11	\$ 205,093.79
ARP Title IIIC2 HD Meals	Per Meal	9,456	\$8.11	\$ 76,688.16
ARP Title IIIC1 Cong Meals	Per Meal	6,301	\$8.11	\$ 51,101.11
ARP Title IIIC1 Cong Meals ADDT'L	Per Meal	0	\$8.11	\$
ARP HCBS	Per Meal	2,249	\$8.11	\$ 18,239.39
			<b>Subtotal</b>	<b>\$ 748,698.98</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 HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 21, 1993. 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: 189752

Certificate Number: 0006194145



IN TESTIMONY WHEREOF,

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

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

David M. Scanlan  
Secretary of State

**CERTIFICATE OF AUTHORITY**

1. David Therrien, hereby certify that:  
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Officer of Home Healthcare, Hospice and Community Services, Inc.  
(Corporation/LLC Name)

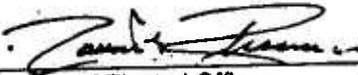
2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on May 12, 2022, at which a quorum of the Directors/shareholders were present and voting.  
(Date)

VOTED: That Maura McQueeney, CEO (may list more than one person)  
(Name and Title of Contract Signatory)

is duly authorized on behalf of Home Healthcare, Hospice and Community Services, Inc. to enter into contracts or agreements with the State 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 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: 4/13/2023

  
Signature of Elected Officer  
Name: David Therrien  
Title: Chair, Board of Directors





**Mission of Home Healthcare, Hospice and Community Services  
and VNA at HCS:**

To provide services which enable people to function throughout life at their optimal level of health, well-being and independence, according to their personal beliefs and choices.



**CONSOLIDATED FINANCIAL STATEMENTS**

June 30, 2022 and 2021

With Independent Auditor's Report





## INDEPENDENT AUDITOR'S REPORT

Board of Directors  
Home Healthcare, Hospice & Community Services, Inc. and Affiliate

### *Opinion*

We have audited the accompanying consolidated financial statements of Home Healthcare, Hospice & Community Services, Inc. and Affiliate, which comprise the consolidated balance sheets as of June 30, 2022 and 2021, and the related consolidated statements of operations, changes in net assets, 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 Home Healthcare, Hospice & Community Services, Inc. and Affiliate as of June 30, 2022 and 2021; and the results of their operations, changes in their net assets and their cash flows for the years then ended, in accordance with U.S. generally accepted accounting principles.

### *Basis for Opinion*

We conducted our audits in accordance with U.S. generally accepted auditing standards. 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 Home Healthcare, Hospice & Community Services, Inc. and Affiliate 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 opinion.

### *Responsibilities of Management for the Consolidated Financial Statements*

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

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Home Healthcare, Hospice & Community Services, Inc. and Affiliate'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  
Home Healthcare, Hospice & Community Services, Inc. and Affiliate  
Page 2

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

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with U.S. generally accepted auditing standards 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. generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Home Healthcare, Hospice & Community Services, Inc. and Affiliate'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 Home Healthcare, Hospice & Community Services, Inc. and Affiliate'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  
December 13, 2022

## HOME HEALTHCARE, HOSPICE &amp; COMMUNITY SERVICES, INC. AND AFFILIATE

## Consolidated Balance Sheets

June 30, 2022 and 2021

	<u>2022</u>	<u>2021</u>
<b>ASSETS</b>		
Current assets		
Cash and cash equivalents	\$ 1,298,118	\$ 2,485,863
Short-term investments	14,208	18,174
Patient accounts receivable, net	1,788,549	1,862,056
Other receivables	428,903	343,852
Prepaid expenses	<u>326,715</u>	<u>278,005</u>
Total current assets	3,856,493	4,987,950
Assets limited as to use	12,775,139	14,413,813
Property and equipment, net	<u>2,382,738</u>	<u>2,657,347</u>
Total assets	<u>\$ 19,014,370</u>	<u>\$ 22,059,110</u>
<b>LIABILITIES AND NET ASSETS</b>		
Current liabilities		
Accounts payable and accrued expenses	\$ 302,158	\$ 437,955
Accrued payroll and related expenses	961,056	1,240,725
COVID-19 refundable advances and other deferred revenue	<u>257,913</u>	<u>33,582</u>
Total current liabilities	<u>1,521,127</u>	<u>1,712,262</u>
Net assets		
Without donor restrictions	16,776,013	19,429,941
With donor restrictions	<u>717,230</u>	<u>916,907</u>
Total net assets	<u>17,493,243</u>	<u>20,346,848</u>
Total liabilities and net assets	<u>\$ 19,014,370</u>	<u>\$ 22,059,110</u>

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

## HOME HEALTHCARE, HOSPICE &amp; COMMUNITY SERVICES, INC. AND AFFILIATE

## Consolidated Statements of Operations

Years Ended June 30, 2022 and 2021

	<u>2022</u>	<u>2021</u>
Operating revenue		
Net patient service revenue	\$ 13,018,339	\$ 12,849,959
COVID-19 relief funding and other operating revenue	2,959,326	4,891,571
Gain on sale of financial asset	34,300	1,800
Net assets released for operations	<u>154,426</u>	<u>54,350</u>
Total operating revenue	<u>16,166,391</u>	<u>17,797,680</u>
Operating expenses		
Salaries and related expenses	12,951,084	11,380,022
Other operating expenses	4,480,821	4,117,321
Depreciation	<u>363,012</u>	<u>378,194</u>
Total operating expenses	<u>17,794,917</u>	<u>15,875,537</u>
Operating (loss) gain	<u>(1,628,526)</u>	<u>1,922,143</u>
Other revenue and gains (losses)		
Contributions and fundraising income	650,889	594,666
Investment income, net	160,709	146,960
Change in fair value of investments	<u>(1,867,525)</u>	<u>2,623,567</u>
Total other revenue and gains (losses)	<u>(1,055,927)</u>	<u>3,365,193</u>
(Deficit) excess of revenue over expenses	<u>(2,684,453)</u>	<u>5,287,336</u>
Net assets released for capital acquisition	<u>30,525</u>	<u>109,475</u>
(Decrease) increase in net assets without donor restrictions	<u>\$ (2,653,928)</u>	<u>\$ 5,396,811</u>

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

## HOME HEALTHCARE, HOSPICE &amp; COMMUNITY SERVICES, INC. AND AFFILIATE

## Consolidated Statements of Changes in Net Assets

Years Ended June 30, 2022 and 2021

	<u>2022</u>	<u>2021</u>
Net assets without donor restrictions		
(Deficit) excess of revenue over expenses	\$ (2,684,453)	\$ 5,287,336
Net assets released for capital acquisition	<u>30,525</u>	<u>109,475</u>
Change in net assets without donor restrictions	<u>(2,653,928)</u>	<u>5,396,811</u>
Net assets with donor restrictions		
Contributions	13,515	139,750
Investment income	2,623	2,975
Change in fair value of investments	(30,864)	54,480
Net assets released for operations	(154,426)	(54,350)
Net assets released for capital acquisition	<u>(30,525)</u>	<u>(109,475)</u>
Change in net assets with donor restrictions	<u>(199,677)</u>	<u>33,380</u>
Change in net assets	(2,853,605)	5,430,191
Net assets, beginning of year	<u>20,346,848</u>	<u>14,916,657</u>
Net assets, end of year	<u>\$ 17,493,243</u>	<u>\$ 20,346,848</u>

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

## HOME HEALTHCARE, HOSPICE &amp; COMMUNITY SERVICES, INC. AND AFFILIATE

## Consolidated Statements of Cash Flows

Years Ended June 30, 2022 and 2021

	<u>2022</u>	<u>2021</u>
Cash flows from operating activities		
Change in net assets	\$ (2,853,605)	\$ 5,430,191
Adjustments to reconcile change in net assets to net cash (used) provided by operating activities		
Depreciation	363,012	378,194
Change in fair value of investments	1,898,389	(2,678,047)
Investment income restricted for reinvestment	(2,623)	(2,975)
Gain on sale of financial assets	(34,300)	(1,800)
(Increase) decrease in the following assets:		
Investments	3,966	(1,688)
Patient accounts receivable	73,507	(263,765)
Other receivables	(85,051)	37,007
Prepaid expenses	(48,710)	(46,437)
Increase (decrease) in the following liabilities:		
Accounts payable and accrued expenses	(135,797)	(452,048)
Accrued payroll and related expenses	(279,669)	146,445
COVID-19 refundable advances and other deferred revenue	<u>224,331</u>	<u>(2,178,408)</u>
Net cash (used) provided by operating activities	<u>(876,550)</u>	<u>366,669</u>
Cash flows from investing activities		
Purchase of investments	(3,218,446)	(3,646,348)
Proceeds from sale of investments	2,961,354	3,427,768
Capital expenditures, net of proceeds	<u>(54,103)</u>	<u>(578,487)</u>
Net cash used by investing activities	<u>(311,195)</u>	<u>(797,067)</u>
Net decrease in cash and cash equivalents	(1,187,745)	(430,398)
Cash and cash equivalents, beginning of year	<u>2,485,863</u>	<u>2,916,261</u>
Cash and cash equivalents, end of year	<u>\$ 1,298,118</u>	<u>\$ 2,485,863</u>

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

## HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC. AND AFFILIATE

### Notes to Consolidated Financial Statements

June 30, 2022 and 2021

#### 1. Summary of Significant Accounting Policies

##### Organization

Home Healthcare, Hospice & Community Services, Inc. is a non-stock, non-profit corporation in New Hampshire whose primary purpose is to act as a holding company and provide management services to its affiliate.

##### Affiliate

VNA at HCS, Inc., is a non-stock, non-profit corporation in New Hampshire whose primary purposes are to provide home healthcare, hospice and community services.

##### Principles of Consolidation

The consolidated financial statements include the accounts of the Home Healthcare, Hospice & Community Services, Inc., and its affiliate, VNA at HCS, Inc. (collectively, the "Association"). They are related through a common board membership and common management. All significant intercompany balances and transactions have been eliminated in consolidation.

The Association prepares its consolidated financial statements in accordance with U.S. generally accepted accounting principles (U.S. GAAP) established by the Financial Accounting Standards Board (FASB). References to U.S. GAAP in these notes are to the FASB Accounting Standards Codification (ASC).

##### Basis of Presentation

The consolidated financial statements of the Association have been prepared in accordance with U.S. GAAP, which requires the Association to report information regarding its financial position and activities according to the following net asset classifications:

**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 Association. These net assets may be used at the discretion of the Association's management and the Board of Directors (Board).

**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 Association or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

## HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC. AND AFFILIATE

### Notes to Consolidated Financial Statements

June 30, 2022 and 2021

#### Income Taxes

The Association is a public charity under Section 501(c)(3) of the Internal Revenue Code (IRC). As a public charity, the Association is exempt from state and federal income taxes on income earned in accordance with its tax-exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Association's tax positions and concluded that the Association has no unrelated business income or uncertain tax positions that require adjustment to the consolidated financial statements.

#### Use of 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. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

#### Cash and Cash Equivalents

Cash and cash equivalents include highly liquid investments with an original maturity of three months or less, excluding assets limited as to use.

The Association has cash deposits in a major financial institution which may exceed federal depository insurance limits. The Association has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk with respect to these accounts.

#### Patient Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides a reserve for payment adjustments by analyzing past history and identification of trends for all funding sources in the aggregate. Management regularly reviews data about revenue in evaluating the sufficiency of the reserve which is netted against accounts receivable. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for payment adjustments.

Patient accounts receivable, net were \$1,788,549; \$1,862,056; and \$1,598,291 at June 30, 2022, 2021, and 2020, respectively.

#### Investments

Investments in short-term investment options are reported as current assets. Investments held for long-term return are reported as non-current assets.

The Association reports investments at fair value and has elected to report all gains and losses in the (deficit) excess of revenue over expenses to simplify the presentation of these amounts in the consolidated statement of operations, unless otherwise stipulated by the donor or State law.

## HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC. AND AFFILIATE

### Notes to Consolidated Financial Statements

June 30, 2022 and 2021

Investments, in general, are exposed to various risks, such as interest rate, credit, and overall market volatility risks. As such, it is reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the amounts reported in the consolidated balance sheets.

#### **Assets Limited as to Use**

Assets limited as to use include designated assets set aside by the Board of Directors and donor contributions.

#### **Property and Equipment**

Property and equipment are carried at cost less accumulated depreciation. Maintenance, repairs and minor renewals are expensed as incurred and renewals and betterments are capitalized. Depreciation expense is computed using the straight-line method over the useful lives of the related assets.

Property is reviewed for impairment whenever events or changes in circumstances indicate the related carrying amount may not be recoverable. When required, impairment losses on assets to be held and used are recognized based on the excess of the assets' carrying amount over the fair value of the asset.

#### **Net Patient Service Revenue**

Services to all patients are recorded as revenue when services are rendered at the estimated net realizable amounts from patients, third-party payors and others, including estimated retroactive adjustments under reimbursement agreements with third-party payors. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and in future periods as final settlements are determined. Patients unable to pay full charge, who do not have other third-party resources, are charged a reduced amount based on the Association's published sliding fee scale. Reductions in full charge are recognized when the service is rendered.

Performance obligations are determined based on the nature of the services provided by the Association. Revenue for performance obligations satisfied over time is recognized based on actual services rendered. Generally, performance obligations satisfied over time relate to patients receiving skilled and non-skilled services in their home or facility. The Association measures the period over which the performance obligation is satisfied from admission to the point when it is no longer required to provide services to that patient, which is generally at the time of discharge.

Providers of home health services to clients eligible for Medicare home health benefits are paid on a prospective basis, with no retrospective settlement. The prospective payment is based on the scoring attributed to the acuity level of the client at a rate determined by federal guidelines. As the performance obligations for home health services are met, revenue is recognized based upon the portion of the transaction price allocated to the performance obligation. The transaction price is the prospective payment determined for the medically necessary services.

## HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC. AND AFFILIATE

### Notes to Consolidated Financial Statements

June 30, 2022 and 2021

Providers of hospice services to clients eligible for Medicare hospice benefits are paid on a per-diem basis, with no retrospective settlement, provided the Association's aggregate annual Medicare reimbursement is below a predetermined aggregate capitated rate. Revenue is recognized as the services are performed based on the fixed rate amount. As the performance obligations for hospice services are met, revenue is recognized based upon the portion of the transaction price allocated to the performance obligation. The transaction price is the predetermined aggregate capitated rate per day.

Because all of the Association's performance obligations relate to short-term periods of care, the Association 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.

#### Contributions

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received, which is then treated as cost. The gifts are reported as net assets with donor restrictions if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified as net assets released from restrictions. Donor-restricted contributions whose restrictions are met in the same year as received are reflected as contributions without donor restrictions in the accompanying consolidated financial statements.

#### COVID-19 and Relief Funding

On March 11, 2020, the World Health Organization declared the Coronavirus disease (COVID-19) a global pandemic. In response to the global pandemic, The Centers for Medicare & Medicaid Services (CMS) implemented certain relief measures and also issued guidance for limiting the spread of COVID-19.

Local, U.S., and world governments encouraged self-isolation to curtail the spread of COVID-19, by mandating the temporary shut-down of business in many sectors and imposing limitations on travel and the size and duration of group meetings. Many sectors are experiencing disruption to business operations and may feel further impacts related to delayed government reimbursement, volatility in investment returns, and reduced philanthropic support. There is unprecedented uncertainty surrounding the duration of the pandemic, its potential economic ramifications, and any government actions to mitigate them.

**HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC. AND AFFILIATE****Notes to Consolidated Financial Statements****June 30, 2022 and 2021**

The U.S. government has responded with several phases of relief legislation as a response to the COVID-19 outbreak. Legislation enacted into law on March 27, 2020, called the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), a statute to address the economic impact of the COVID-19 outbreak. The CARES Act, among other things, 1) authorizes emergency loans to distressed businesses by establishing, and providing funding for, forgivable bridge loans; 2) provides additional funding for grants and technical assistance; 3) delays due dates for employer payroll taxes and estimated tax payments for corporations; and 4) revises provisions of the IRC, including those related to losses, charitable deductions, and business interest.

**CARES Act Provider Relief Stimulus Funds**

The Association has received emergency federal grant funding under the CARES Act from the Provider Relief Fund (PRF) which are funds to support healthcare providers in responding to the COVID-19 outbreak.

The PRF is being administered by the U.S. Department of Health and Human Services. These funds are to be used for qualifying expenses and to cover lost revenue due to COVID-19. The PRF are considered conditional contributions and are recognized as revenue when qualifying expenditures or lost revenues have been incurred. The following table outlines the distributions received, period of availability and revenue recognized during the years ended June 30, 2022 and 2021.

<u>Distribution Period</u>	<u>Distribution Amount</u>	<u>Funds Available for Use Through</u>	<u>Revenue Recognized in 2022</u>	<u>Revenue Recognized in 2021</u>
Period 1 (4/10/2020 to 6/30/2020)	\$ 600,871	6/30/2021	\$ -	\$ 600,871

**CARES Act Paycheck Protection Program**

In April 2020, the Association received a loan from the U.S. Small Business Administration (SBA) under the CARES Act Paycheck Protection Program (PPP) in the amount of \$1,496,000. The loan is to be used for payroll and other allowable costs authorized in the PPP rules, and forgiveness of the loan balance is dependent upon compliance with this and other terms and conditions of the CARES Act. Funds used for unauthorized purposes are required to be repaid. The Association received notification of forgiveness from the SBA on June 25, 2021. The Association followed the conditional contribution model to account for the PPP loan and, accordingly, recorded the forgiveness of the loan as COVID-19 relief funding and other operating revenue in the consolidated statement of operations for the year ended June 30, 2021.

## HOME HEALTHCARE, HOSPICE &amp; COMMUNITY SERVICES, INC. AND AFFILIATE

## Notes to Consolidated Financial Statements

June 30, 2022 and 2021

**American Rescue Plan Act**

On March 11, 2021, the U.S. government enacted the American Rescue Plan Act (ARPA). ARPA, amongst other things, provided support for health and human services workforce development in response to COVID-19 and broader economic impacts of the pandemic. The Association received \$248,428 in grant funding under ARPA through the State of New Hampshire Home and Community Based Service fund during the year ended June 30, 2022 for the purpose of workforce investment. The Association incurred qualifying recruitment and retention expenses of \$53,478 as of June 30, 2022, which is recognized as COVID-19 relief funding and other operating revenue in the consolidated statement of operations. The unspent ARPA funds as of June 30, 2022 of \$194,950 is included in COVID-19 refundable advances and other deferred revenue on the consolidated balance sheet. The funds are available to use through December 31, 2022.

**2. Availability and Liquidity of Financial Assets**

As of June 30, 2022, the Association has working capital of \$2,335,366 and average days (based on normal expenditures) cash and liquid investments on hand of 27 which includes only cash and cash equivalents.

Financial assets and liquidity resources available within one year for general expenditure, such as operating expenses and capital acquisitions not financed with debt or restricted funds (unfunded capital expenditures), were as follows:

	<u>2022</u>	<u>2021</u>
Cash and cash equivalents	\$ 1,298,118	\$ 2,485,863
Short-term investments	14,208	18,174
Patient accounts receivable, net	1,788,549	1,862,056
Other receivables	<u>428,903</u>	<u>343,852</u>
Financial assets available to meet cash needs for general expenditures within one year	<u>\$ 3,529,778</u>	<u>\$ 4,709,945</u>

The Association has board designated long-term investments that could be made available for general expenditure upon Board approval. Since these investments are currently intended for long-term investments, they have not been included in the information above. The Association has other long-term investments and assets for restricted use, more fully described in Note 3, which are not available for general expenditure within the next year and are not reflected in the amount above.

The Association has a \$1,000,000 line of credit available to meet short-term needs, as disclosed in Note 5.

## HOME HEALTHCARE, HOSPICE &amp; COMMUNITY SERVICES, INC. AND AFFILIATE

## Notes to Consolidated Financial Statements

June 30, 2022 and 2021

3. Investments and Assets Limited as to Use

Investments and assets limited as to use, stated at fair value, are as follows:

	<u>2022</u>	<u>2021</u>
Cash and cash equivalents	\$ 1,071,402	\$ 1,151,816
U.S. Government and corporate bonds	2,283,550	2,132,950
Marketable securities	7,307,967	8,726,603
Mutual funds	<u>2,126,428</u>	<u>2,420,618</u>
Total investments and assets limited as to use	<u>\$ 12,789,347</u>	<u>\$ 14,431,987</u>
	<u>2022</u>	<u>2021</u>
Investments without restrictions or designations	\$ <u>14,208</u>	\$ <u>18,174</u>
Assets limited as to use		
Board-designated for future use	12,057,909	13,496,906
Donor-restricted, time or purpose	217,704	350,833
Endowment investments - unappropriated spending	265,295	331,843
Donor-restricted, perpetual in nature	<u>234,231</u>	<u>234,231</u>
Total assets limited as to use	<u>12,775,139</u>	<u>14,413,813</u>
Total investments and assets limited as to use	<u>\$ 12,789,347</u>	<u>\$ 14,431,987</u>

Fair Value

FASB ASC Topic 820, *Fair Value Measurement*, defines fair value as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants and 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 fair value hierarchy within FASB ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring 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 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.

## HOME HEALTHCARE, HOSPICE &amp; COMMUNITY SERVICES, INC. AND AFFILIATE

## Notes to Consolidated Financial Statements

June 30, 2022 and 2021

The fair values of all of the Association's investments, which are presented in the following table, are measured on a recurring basis using Level 1 inputs with the exception of corporate bonds which are valued based on quoted market prices of similar investments and categorized as level 2 investments.

	<u>Assets at Fair Value as of June 30, 2022</u>		
	<u>Level 1</u>	<u>Level 2</u>	<u>Total</u>
Cash and cash equivalents	\$ 1,071,402	\$ -	\$ 1,071,402
U.S. Government and corporate bonds	-	2,283,550	2,283,550
Equity securities	7,307,967	-	7,307,967
Mutual funds	<u>2,126,428</u>	<u>-</u>	<u>2,126,428</u>
Total	<u>\$ 10,505,797</u>	<u>\$ 2,283,550</u>	<u>\$ 12,789,347</u>

	<u>Assets at Fair Value as of June 30, 2021</u>		
	<u>Level 1</u>	<u>Level 2</u>	<u>Total</u>
Cash and cash equivalents	\$ 1,151,816	\$ -	\$ 1,151,816
U.S. Government and corporate bonds	-	2,132,950	2,132,950
Equity securities	8,726,603	-	8,726,603
Mutual funds	<u>2,420,618</u>	<u>-</u>	<u>2,420,618</u>
Total	<u>\$ 12,299,037</u>	<u>\$ 2,132,950</u>	<u>\$ 14,431,987</u>

Investment income and change in fair value for cash equivalents and investments consist of the following:

	<u>2022</u>	<u>2021</u>
Net assets without donor restrictions		
Investment income, net of fees	\$ 160,709	\$ 146,960
Change in fair value of investments	(1,867,525)	2,623,567
Restricted net assets		
Investment income	2,623	2,975
Change in fair value of investments	<u>(30,864)</u>	<u>54,480</u>
Total	<u>\$ (1,735,057)</u>	<u>\$ 2,827,982</u>

## HOME HEALTHCARE, HOSPICE &amp; COMMUNITY SERVICES, INC. AND AFFILIATE

## Notes to Consolidated Financial Statements

June 30, 2022 and 2021

4. Property and Equipment

Property and equipment consist of the following:

	<u>2022</u>	<u>2021</u>
Land	\$ 515,786	\$ 489,311
Building and improvements	5,704,016	5,693,516
Furniture, fixtures, and equipment	3,379,278	3,422,332
Construction in progress	<u>27,757</u>	<u>-</u>
Total cost	9,626,837	9,605,159
Less accumulated depreciation	<u>7,244,099</u>	<u>6,947,812</u>
Total property and equipment, net	<u>\$ 2,382,738</u>	<u>\$ 2,657,347</u>

5. Line of Credit

The Association has an unsecured \$1,000,000 line of credit payable on demand with a local bank with interest at 1% above the bank's base rate (5.75% at June 30, 2022). There was no outstanding balance at June 30, 2022 and 2021.

6. Net Assets with Donor Restrictions

Net assets with donor restrictions consists of the following:

	<u>2022</u>	<u>2021</u>
Time or purpose restrictions for:		
Haskell fund accumulated earnings - for office rent	\$ 264,104	\$ 313,372
Johnson Family fund accumulated earnings - for capital expenditures	4,714	7,750
Dementia program	-	26,480
Sewer line replacement	-	20,000
Transportation	-	72,785
Hospice accumulated earnings	958	3,934
Capital acquisition	10,365	10,525
Operations	(414)	627
Jones fund accumulated earnings - for equipment	(1,671)	2,529
Bednar fund accumulated earnings - for general purposes	(2,397)	3,631
Hospice memorial garden	112,374	125,227
Barbara Duckett scholarship	<u>94,966</u>	<u>95,816</u>
Total	<u>\$ 482,999</u>	<u>\$ 682,676</u>

## HOME HEALTHCARE, HOSPICE &amp; COMMUNITY SERVICES, INC. AND AFFILIATE

## Notes to Consolidated Financial Statements

June 30, 2022 and 2021

Restrictions that are perpetual in nature for:

Hospice	\$ 10,000	\$ 10,000
Operations	8,623	8,623
Johnson Family fund - for capital expenditures	10,202	10,202
Bednar endowment fund - income for general purposes	50,000	50,000
Haskell endowment fund - for office rent	120,570	120,570
Jones endowment fund - for equipment	<u>34,836</u>	<u>34,836</u>
Total	<u>\$ 234,231</u>	<u>\$ 234,231</u>

**7. Endowments**

The Association has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds, absent explicit donor stipulations to the contrary. As a result of this interpretation, the Association classifies as a donor-restricted endowment (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent donor-restricted endowment gifts, and (c) accumulations to the donor-restricted endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund is classified as net assets with donor restrictions until those amounts are appropriated for expenditure by the Association in a manner consistent with the standard of prudence prescribed by UPMIFA.

In accordance with the UPMIFA, the Association considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- (1) The duration and preservation of the fund;
- (2) The purposes of the organization and the donor-restricted endowment fund;
- (3) General economic conditions;
- (4) The possible effect of inflation and deflation;
- (5) The expected total return from income and the appreciation of investments;
- (6) Other resources of the Association;
- (7) The investment policies of the Association;
- (8) The spending policy; and
- (9) Funds with deficiencies.

**Return Objectives and Risk Parameters**

The investment portfolio is managed to provide for the long-term support of the Association. Accordingly, these funds are managed with disciplined, longer-term investment objectives and strategies designed to meet cash flow and spending requirements. Management of the assets is designed to attain the maximum total return consistent with acceptable and agreed-upon levels of risk. The Association benchmarks its portfolio performance against a number of commonly used indices.

## HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC. AND AFFILIATE

### Notes to Consolidated Financial Statements

June 30, 2022 and 2021

#### Strategies Employed for Achieving Objectives

To satisfy its long-term rate-of-return objectives, the Association relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The Association targets an asset allocation strategy wherein assets are diversified among several asset classes. The pursuit of maximizing total return is tempered by the need to minimize the volatility of returns and preserve capital. As such, the Association seeks broad diversification among assets having different characteristics with the intent to endure lower relative performance in strong markets in exchange for greater downside protection in weak markets.

#### Funds with Deficiencies

From time to time, the fair value of the assets associated with individual donor-restricted endowments may fall below the level of the donors' original gift(s). The Board's policy does not permit spending from underwater endowments. Any deficiencies are reported in net assets with donor restrictions. At June 30, 2022 donor endowment funds with a fair value of \$88,977 were below the donor's original gift or stipulated levels by \$4,482. At June 30, 2021, there were no such deficiencies.

#### Spending Policy

The Association has a spending policy of appropriating a distribution annually up to 7% of the endowment fund's average market value over the previous 36 months. Appropriations are determined and made on an annual basis at year-end.

## HOME HEALTHCARE, HOSPICE &amp; COMMUNITY SERVICES, INC. AND AFFILIATE

## Notes to Consolidated Financial Statements

June 30, 2022 and 2021

The following summarizes changes in endowment assets:

	Without Donor Restrictions	With Donor Restrictions		Total
		Purpose Restrictions	Perpetual in Nature	
Balance June 30, 2020	\$ 10,630,684	\$ 314,835	\$ 234,231	\$ 11,179,750
Investment income, net	140,168	2,975	-	143,143
Realized and unrealized gains on investments	2,623,654	54,480	-	2,678,134
Contributions	102,400	\$ -	\$ -	\$ 102,400
Net assets released from restrictions	-	(40,447)	-	(40,447)
Balance June 30, 2021	13,496,906	331,843	234,231	14,062,980
Investment income, net	158,714	2,623	-	161,337
Realized and unrealized loss on investments	(1,868,428)	(30,864)	-	(1,899,292)
Contributions	270,717	-	-	270,717
Net assets released from restrictions	-	(38,307)	-	(38,307)
Balance June 30, 2022	<u>\$ 12,057,909</u>	<u>\$ 265,295</u>	<u>\$ 234,231</u>	<u>\$ 12,557,435</u>

8. Net Patient Service Revenue

Net patient service revenue is as follows:

	2022	2021
Medicare	\$ 10,455,442	\$ 9,949,738
Medicaid	387,618	447,348
Other third-party payers	1,910,515	2,271,722
Private pay	<u>264,764</u>	<u>181,151</u>
Total	<u>\$ 13,018,339</u>	<u>\$ 12,849,959</u>

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. Compliance with such laws and regulations can be subject to future government review and interpretation as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. The Association believes that it is in substantial compliance with all applicable laws and regulations. However, there is at least a reasonable possibility that recorded estimates could change by a material amount in the near term. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in net patient service revenue in the year that such amounts become known.

## HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC. AND AFFILIATE

### Notes to Consolidated Financial Statements

June 30, 2022 and 2021

The Association provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Because the Association does not pursue collection of amounts determined to qualify as charity care, they are not reported as revenue.

The Association provided services in other health-related activities, primarily to indigent patients, at rates substantially below cost. For certain activities, services were provided without charge. The Association estimates the costs associated with providing the other health-related activities by applying Medicare cost report methodology to determine program costs less any net patient revenue generated by the program. The estimated costs incurred in these activities amounted to \$1,310,676 and \$442,134 for the years June 30, 2022 and 2021, respectively.

The Association is able to provide these services with a component of funds received through local community support and state grants. Local community support consists of contributions received directly from the public, United Way, municipal appropriations, and investment income earned from assets limited as to use. Federal and state grants consisted of monies received from the State of New Hampshire.

In assessing collectability, the Association has elected the portfolio approach. This portfolio approach is being used as the Association has similar contracts with similar classes of patients. The Association reasonably expects that the effect of applying a portfolio approach to a group of contracts would not differ materially from considering each contract separately. Management's judgment to group the contracts by portfolio is based on the payment behavior expected in each portfolio category. As a result, management believes aggregating contracts (which are at the patient level) by the particular payor or group of payors results in the recognition of revenue approximating that which would result from applying the analysis at the individual patient level.

## HOME HEALTHCARE, HOSPICE &amp; COMMUNITY SERVICES, INC. AND AFFILIATE

## Notes to Consolidated Financial Statements

June 30, 2022 and 2021

9. Functional Expenses

The Association provides various services to residents within its geographic location. Expenses related to providing these services are as follows:

	<u>2022</u>	<u>2021</u>
Program services		
Salaries and benefits	\$11,153,760	\$ 9,677,790
Program supplies	626,467	626,624
Travel	391,355	355,613
Contract services	1,010,901	1,105,855
Other operating expenses	1,066,802	995,528
Depreciation	<u>312,626</u>	<u>321,616</u>
Total program services	<u>14,561,911</u>	<u>13,083,026</u>
Administrative and general		
Salaries and benefits	1,797,324	1,702,232
Travel	93,373	81,515
Contract services	1,119,986	777,056
Other operating expenses	171,937	175,130
Depreciation	<u>50,386</u>	<u>56,578</u>
Total administrative and general	<u>3,233,006</u>	<u>2,792,511</u>
Total	<u>\$17,794,917</u>	<u>\$15,875,537</u>

Management's estimate of cost allocations at a functional level is based on Medicare cost report methodology.

**HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC. AND AFFILIATE****Notes to Consolidated Financial Statements****June 30, 2022 and 2021****10. Commitments and Contingencies****Leases**

Leases that do not meet the criteria for capitalization are classified as operating leases with related rental charges to operations as incurred. The Association's operating leases are for its office facilities with varying expiration dates.

The following is a schedule, by fiscal year, of future minimum lease payments under operating leases for office facilities as of June 30, 2022 that have initial or remaining lease terms in excess of one year:

2023	46,522
2024	<u>41,938</u>
Total	<u>\$ 88,460</u>

Rental expense amounted to \$69,302 in 2022 and \$65,715 in 2021.

**Malpractice Insurance**

The Association maintains medical malpractice insurance coverage on a claims-made basis. The Association is subject to complaints, claims, and litigation due to potential claims which arise in the normal course of business. U.S. GAAP requires the Association to accrue the ultimate cost of malpractice claims when the incident that gives rise to claim occurs, without consideration of insurance recoveries. Expected recoveries are presented as a separate asset. The Association has evaluated its exposure to losses arising from potential claims and determined no such accrual is necessary at June 30, 2022 and 2021. The Association intends to renew coverage on a claims-made basis and anticipates that such coverage will be available in future periods.

**11. Retirement Plan**

The Association sponsors a defined contribution plan. The retirement contributions by the Association amounted to \$154,133 in 2022 and \$147,868 in 2021.

**HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC. AND AFFILIATE****Notes to Consolidated Financial Statements****June 30, 2022 and 2021****12. Concentration of Risk**

The Association grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. Following is a summary of accounts receivable, by funding source:

	<u>2022</u>	<u>2021</u>
Medicare	65 %	53 %
Medicaid and other third-party payers	<u>35</u>	<u>47</u>
Total	<u><u>100 %</u></u>	<u><u>100 %</u></u>

**13. Subsequent Events**

For financial reporting purposes, subsequent events have been evaluated by management through December 13, 2022, which is the date the consolidated financial statements were available to be issued.



**FY23 Board of Directors**

<b>Last</b>	<b>First</b>
Chelstowski	Michael
Davis	Mary Ann
Green	Julie
Greenwood	Julie
Heffernon	Ann
Horne	Eric
Jordan	Virginia
Mazanowski	Donald
Pearson	Will
Sadoski	Judy
Stinson	David
Tewksbury	Julie
Therrien	David
Tremblay	Andrew

**Ex Officios**

McQueeney	Maura
Michelizzi	Dawn

# CHARLES PRATT

## SKILLS

Hands on, critical thinker with a proven track record of transforming underperforming businesses and teams as an effective leader, capable of working closely with diverse groups of people to achieve superior results in manufacturing operations. Experienced in multiple aspects of management and human resource responsibilities including vetting, interviewing and hiring of new employees as well as payroll management.

## EXPERIENCE

**Program Manager • Transportation Program, VNA at HCS • Keene, NH • September 2019 – Present**  
Responsible for the daily operations of agency transportation programs, including the City Express public transportation and paratransit services, Friendly Bus door to door service for seniors and Medical Express service. Responsible for adherence to all Department of Transportation regulation and reporting, program budgeting, and overseeing driver and dispatch staff. Attend community meetings and forums to coordinate with other transportation entities and the public related to transportation issues.

**SUPERVISOR • CONTINENTAL CABLE • HINSDALE, NH • JANUARY 2019 – JUNE 2019**

Responsible for On Time Delivery, Scheduling of Machines & Employees in the Assembly area & in the Machine shop. Accurate reporting & documentation of steps to ensure Quality Control measurements during each step of assembling order, to adhere to government regulations for defense systems. Providing department meetings as needed, and weekly Management reviews.

**PLANT MANAGER • FORTRESS PACKAGING • FAIRFIELD, CA • OCTOBER 2016 –OCTOBER 2018**

Instrumental in the start-up of a new production company. Managing the day to day operations, while instructing and monitoring safety quality and on time performance. Recorded 2 years without injury or returned sale while training an entirely new, unexperienced workforce to uphold a high level of standards in support of perfect production quality. Experience loading and unloading trucks as well as conducting facility tours with new potential accounts and performing routine, hands on maintenance of new equipment.

**PLANT MANAGER • MULTICELL PACKAGING • KUTZTOWN PA 19530 • OCTOBER 2010 – MARCH 2015**

Charged with changing the climate and culture of the facility. Developed and implemented strategies to transform poorly performing production facility into a profitable one. Reduced set-up times, worked closely with vendors to reduce inventory of raw materials, increasing profitability. Cross trained employees resulting in a greater flexibility in the workforce.

**PLANT SUPERINTENDENT • INNERPAC NE • KEENE NH 03446 • SEPTEMBER1997 – OCTOBER 2010**

Responsible for the day to day operations of the manufacturing of the plant. Did scheduling of machinery, personnel and ordering of raw materials. Oversaw the staff, participated in daily meetings with the General Manager and customer service. Conducted weekly updates with floor personnel. Coordinated with shipping on incoming and outgoing shipments. Learned how to run and setup all machines.

## EDUCATION

**DIPLOMA • JUNE 1982 • KEENE HIGH SCHOOL**

**Key Personnel Sheet**  
**HOME HEALTHCARE, HOSPICE**  
**AND COMMUNITY SERVICES, INC.**

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Charles Pratt	Transportation Manager	\$57,783.18	31%	\$17,959.74



Lori A. Shilbette  
Commissioner

Melissa A. Hardy  
Director

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

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 3, 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 contracts with the Contractors listed below in an amount not to exceed \$23,562,550.70 for the provision of nutrition services to qualifying New Hampshire citizens, 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. 60% Federal Funds. 40% General Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
Community Action Program Belknap and Merrimack Counties, Inc.	177203	Belknap and Merrimack Counties	\$3,891,632.16
Gibson Center For Senior Services, Inc.	155344	Albany, Bartlett, Chatham, Conway(s), Eaton, Jackson, Madison	\$697,460.00
Grafton County Senior Citizens Council, Inc.	177675	Grafton County and Plainfield	\$2,250,800.74
Newport Senior Center, Inc.	177250	Sullivan County	\$1,475,695.60
Ossipee Concerned Citizens, Inc.	170158	Carroll County	\$954,498.34
Rockingham Nutrition And Meals On Wheels Program, Inc.	155197	Rockingham County	\$3,958,961.38
St. Joseph Community Services, Inc.	155093	Hillsborough County	\$5,631,940.84
Strafford Nutrition/Meals On Wheels	260818	Strafford County	\$1,521,873.94
Tri-County Community Action Program, Inc. (Tri- County Cap)	177195	Coos County	\$1,718,768.52
VNA at HCS, Inc.	177274	Cheshire County	\$1,460,919.18
		<b>Total:</b>	<b>\$23,562,550.70</b>

45 GAC

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

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.

**See attached fiscal details.**

### **EXPLANATION**

The purpose of this request is to provide nutritional services for older, isolated, and frail adults in order to assist them to continue living as independently as possible, both safely and with dignity, by providing home-delivered and congregate meals.

Approximately 63,000 individuals will be served during State Fiscal Years 2023 and 2024.

The Contractors will provide meals using the following three methods:

- Home delivered meals, delivered by the Contractors to the homes of eligible individuals who are homebound and unable to prepare their own meals, or who are temporarily homebound due to recovery from illness or injury.
- Grab-n-Go meals, defined as meal delivery whereby eligible individuals, or their designee, drive to a service location and are provided a meal without being required to leave their vehicle.
- Congregate meals, defined as meals served in a group setting at State-approved locations.

The Department will monitor services by reviewing the quarterly program service reports and semi-annual Home-Delivered Data Forms submitted by the Contractors.

The Department selected the Contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from March 1, 2022 through April 12, 2022. The Department received 10 responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Form P-37, General Provisions, and Exhibit A, Revisions to Standard Agreement Provisions, Section 1, Subsection 1.2., of the attached agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, thousands of older adults and younger adults with disabilities or chronic illnesses may not have access to home-delivered meals and may struggle to live independently in their homes.

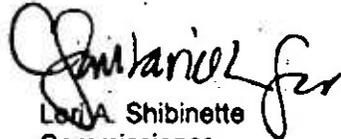
**Area Served: Statewide.**

Source of Federal Funds: Assistance Listing Number #93.045, FAIN #2101NHOACM, Assistance Listing Number #93.045, FAIN ##2101NHOAHD, Assistance Listing Number #93.667, FAIN # 2101NHSOSR, Assistance Listing Number # 93.045, FAIN #2101NHCMC6 and Assistance Listing Number 93.045, FAIN #2101NHHDC6.

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

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

Respectfully submitted,

  
Lori A. Shibinette  
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-04-BEASN**

Project Title **BEAS Nutrition Services**

	Maximum Points Available	CAP-BM	Gibson Center	Grafton County Senior Citizens Council	Hillsborough County Meals on Wheels	Newport Senior Center	Rockingham Nutrition & Meals on Wheels	Stafford Nutrition & Meals on Wheels	Tri-County CAP	VNA at HCS	Ossipee Concerned Citizens
<b>Technical</b>											
Ability Q1	35	35	35	35	35	35	35	35	35	35	35
Experience Q2	30	30	30	30	30	30	30	30	30	30	28
Capacity Q3	25	25	25	25	25	25	25	25	25	25	24
Staffing Q4	10	10	10	10	10	9	10	9	10	10	7
<b>TOTAL POINTS</b>	<b>100</b>	<b>100</b>	<b>100</b>	<b>100</b>	<b>100</b>	<b>99</b>	<b>100</b>	<b>99</b>	<b>100</b>	<b>100</b>	<b>94</b>

Reviewer Name	Title
1 Thom O'Connor	Administrator II
2 Jean Crouch	Supervisor VII
3 Maureen Brown	Nutrition Consultant
4 Shawn Martin	Business Administrator

Fiscal Details  
RFA-2017-BEAS-06-NUTRI

**Gibson Center for Senior Services (Vendor #155344)**

<b>Class/Account</b>	<b>Class Title</b>	<b>SFY</b>	<b>Contract Amount</b>
544-500386	Meals - Home Delivered (TIII)	2023	\$ 160,578.00
541-500383	Meals - Congregate (TIII)	2023	\$ 58,392.00
544-500386	Meals - Home Delivered (TIII)	2024	\$ 160,578.00
541-500383	Meals - Congregate (TIII)	2024	\$ 58,392.00
		<b>Subtotal</b>	<b>\$ 437,940.00</b>

Fiscal Details  
RFA-2017-BEAS-06-NUTRI

Gibson Center for Senior Services (Vendor #155344)

<b>Class/Account</b>	<b>Class Title</b>	<b>SFY</b>	<b>Contract Amount</b>
544-500386	Meals - Home Delivered (TIII)	2023	\$ 160,578.00
541-500383	Meals - Congregate (TIII)	2023	\$ 58,392.00
544-500386	Meals - Home Delivered (TIII)	2024	\$ 160,578.00
541-500383	Meals - Congregate (TIII)	2024	\$ 58,392.00
		<b>Subtotal</b>	<b>\$ 437,940.00</b>

Fiscal Details  
RFA-2017-BEAS-06-NUTRI

Nutrition  
FINANCIAL DETAIL ATTACHMENT SHEET

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

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

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	\$ 780,019.80
541-500383	Meals - Congregate (TIII)	2023	\$ 338,860.13
544-500386	Meals - Home Delivered (TIII)	2024	\$ 780,019.80
541-500383	Meals - Congregate (TIII)	2024	\$ 338,860.13
		<b>Subtotal</b>	<b>\$ 2,237,759.86</b>

Fiscal Details  
RFA-2017-BEAS-06-NUTRI

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

<b>Class/Account</b>	<b>Class Title</b>	<b>SFY</b>	<b>Contract Amount</b>
544-500386	Meals - Home Delivered (TIII)	2023	\$ 394,462.29
541-500383	Meals - Congregate (TIII)	2023	\$ 162,410.86
544-500386	Meals - Home Delivered (TIII)	2024	\$ 394,462.29
541-500383	Meals - Congregate (TIII)	2024	\$ 162,410.86
		<b>Subtotal</b>	<b>\$ 1,113,746.30</b>

Fiscal Details  
RFA-2017-BEAS-06-NUTRI

Newport Senior Center (Vendor #177250)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	\$ 280,962.84
541-500383	Meals - Congregate (TIII)	2023	\$ 123,888.36
544-500386	Meals - Home Delivered (TIII)	2024	\$ 280,962.84
541-500383	Meals - Congregate (TIII)	2024	\$ 123,888.36
		<b>Subtotal</b>	<b>\$ 809,702.40</b>

Fiscal Details  
RFA-2017-BEAS-06-NUTRI

Ossipee Concerned Citizens (Vendor #170158)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	\$ 139,175.71
541-500383	Meals - Congregate (TIII)	2023	\$ 79,048.17
544-500386	Meals - Home Delivered (TIII)	2024	\$ 139,175.71
541-500383	Meals - Congregate (TIII)	2024	\$ 79,048.17
		<b>Subtotal</b>	<b>\$ 436,447.76</b>

Fiscal Details  
RFA-2017-BEAS-06-NUTRI

## Rockingham Nutrition MOW (Vendor #155197)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	\$ 788,729.94
541-500383	Meals - Congregate (TIII)	2023	\$ 342,712.38
544-500386	Meals - Home Delivered (TIII)	2024	\$ 788,729.94
541-500383	Meals - Congregate (TIII)	2024	\$ 342,712.38
		<b>Subtotal</b>	<b>\$ 2,262,884.64</b>

Fiscal Details  
RFA-2017-BEAS-06-NUTRI

St Joseph Community Services (Vendor #155093)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	\$ 1,290,268.56
541-500383	Meals - Congregate (TIII)	2023	\$ 560,579.42
544-500386	Meals - Home Delivered (TIII)	2024	\$ 1,290,268.56
541-500383	Meals - Congregate (TIII)	2024	\$ 560,579.42
		<b>Subtotal</b>	<b>\$ 3,701,695.96</b>

Fiscal Details  
RFA-2017-BEAS-06-NUTRI

## Strafford Nutrition MOW (Vendor # 260818)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	\$ 305,000.88
541-500383	Meals - Congregate (TIII)	2023	\$ 132,525.51
544-500386	Meals - Home Delivered (TIII)	2024	\$ 305,000.88
541-500383	Meals - Congregate (TIII)	2024	\$ 132,525.51
		<b>Subtotal</b>	<b>\$ 875,052.78</b>

Fiscal Details  
RFA-2017-BEAS-06-NUTRI

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	\$ 344,512.80
541-500383	Meals - Congregate (TIII)	2023	\$ 149,653.83
544-500386	Meals - Home Delivered (TIII)	2024	\$ 344,512.80
541-500383	Meals - Congregate (TIII)	2024	\$ 149,653.83
		<b>Subtotal</b>	<b>\$ 988,333.26</b>

Fiscal Details  
 RFA-2017-BEAS-06-NUTRI

VNA at HCS (Vendor #177274)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (TIII)	2023	\$ 277,167.36
541-500383	Meals - Congregate (TIII)	2023	\$ 120,409.17
544-500386	Meals - Home Delivered (TIII)	2024	\$ 277,167.36
541-500383	Meals - Congregate (TIII)	2024	\$ 120,409.17
		<b>Subtotal</b>	<b>\$ 795,153.06</b>

Fiscal Details  
RFA-2017-BEAS-06-NUTRI

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

<b>Class/Account</b>	<b>Class Title</b>	<b>SFY</b>	<b>Contract Amount</b>
544-500386	Meals - Home Delivered (TIII)	2023	\$ 4,760,878.18
541-500383	Meals - Congregate (TIII)	2023	\$ 2,068,479.83
544-500386	Meals - Home Delivered (TIII)	2024	\$ 4,760,878.18
541-500383	Meals - Congregate (TIII)	2024	\$ 2,068,479.83
		<b>Subtotal</b>	<b>\$ 13,658,716.02</b>

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13,658,716.02

Fiscal Details  
RFA-2017-BEAS-06-NUTRI

05-95-48-481010-9265 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:  
ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT

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

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	\$ 467,387.41
544-500386	Meals Home Delivered (TXX)	2024	\$ 467,387.41
		<b>Subtotal</b>	<b>\$ 934,774.82</b>

Fiscal Details  
RFA-2017-BEAS-06-NUTRI

**Gibson Center for Senior Services (Vendor #155344)**

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	\$ 41,361.00
544-500386	Meals Home Delivered (TXX)	2024	\$ 41,361.00
		<b>Subtotal</b>	<b>\$ 82,722.00</b>

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

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	\$ 315,089.72
544-500386	Meals Home Delivered (TXX)	2024	\$ 315,089.72
		<b>Subtotal</b>	<b>\$ 630,179.44</b>

**Newport Senior Center (Vendor #177250)**

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	\$ 205,775.03
544-500386	Meals Home Delivered (TXX)	2024	\$ 205,775.03
		<b>Subtotal</b>	<b>\$ 411,550.06</b>

**Ossipee Concerned Citizens (Vendor #170158)**

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	\$ 148,218.36
544-500386	Meals Home Delivered (TXX)	2024	\$ 148,218.36
		<b>Subtotal</b>	<b>\$ 296,436.72</b>

Fiscal Details  
RFA-2017-BEAS-06-NUTRI

**Rockingham Nutrition MOW (Vendor #155197)**

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	\$ 472,683.24
544-500386	Meals Home Delivered (TXX)	2024	\$ 472,683.24
		<b>Subtotal</b>	<b>\$ 945,366.48</b>

**St Joseph Community Services (Vendor #155093)**

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	\$ 608,250.00
544-500386	Meals Home Delivered (TXX)	2024	\$ 608,250.00
		<b>Subtotal</b>	<b>\$ 1,216,500.00</b>

**Stafford Nutrition MOW (Vendor # 260818)**

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	\$ 182,791.29
544-500386	Meals Home Delivered (TXX)	2024	\$ 182,791.29
		<b>Subtotal</b>	<b>\$ 365,582.58</b>

Fiscal Details  
RFA-2017-BEAS-06-NUTRI

Tri-County Community Action Program (Vendor #177195)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	\$ 206,423.83
544-500386	Meals Home Delivered (TXX)	2024	\$ 206,423.83
		<b>Subtotal</b>	<b>\$ 412,847.66</b>

VNA at HCS (Vendor #177274)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	\$ 205,093.79
544-500386	Meals Home Delivered (TXX)	2024	\$ 205,093.79
		<b>Subtotal</b>	<b>\$ 410,187.58</b>

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

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals Home Delivered (TXX)	2023	\$ 2,853,073.67
544-500386	Meals Home Delivered (TXX)	2024	\$ 2,853,073.67
		<b>Subtotal</b>	<b>\$ 5,706,147.34</b>

\$ 5,706,147.34

Fiscal Details  
RFA-2017-8EAS-06-NUTRI

05-95-48-481010-2638 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
DTLSS-ELDERLY-ADULT SVCS, GRANTS FOR SOCIAL SVC PROG, GENERAL FUND MATCH FOR  
ARPA, 85% FEDERAL, 15% GENERAL

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

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	\$ 215,734.11
541-500383	Meals - Congregate (ARP)	2023	\$ 143,814.63
544-500386	Meals - Home Delivered (ARP)	2024	\$ 215,734.11
541-500383	Meals - Congregate (ARP)	2024	\$ 143,814.63
		<b>Subtotal</b>	<b>\$ 719,097.48</b>

Gibson Center for Senior Services (Vendor #155344)

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	\$ 43,794.00
541-500383	Meals - Congregate (ARP)	2023	\$ 44,605.00
544-500386	Meals - Home Delivered (ARP)	2024	\$ 43,794.00
541-500383	Meals - Congregate (ARP)	2024	\$ 44,605.00
		<b>Subtotal</b>	<b>\$ 176,798.00</b>

Fiscal Details  
RFA-2017-BEAS-06-NUTRI

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

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	\$ 103,402.50
541-500383	Meals - Congregate (ARP)	2023	\$ 150,035.00
544-500386	Meals - Home Delivered (ARP)	2024	\$ 103,402.50
541-500383	Meals - Congregate (ARP)	2024	\$ 150,035.00
		<b>Subtotal</b>	<b>\$ 506,875.00</b>

**Newport Senior Center (Vendor #177250)**

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	\$ 74,644.44
541-500383	Meals - Congregate (ARP)	2023	\$ 52,577.13
544-500386	Meals - Home Delivered (ARP)	2024	\$ 74,644.44
541-500383	Meals - Congregate (ARP)	2024	\$ 52,577.13
		<b>Subtotal</b>	<b>\$ 254,443.14</b>

Fiscal Details  
RFA-2017-BEAS-06-NUTRI

**Ossipee Concerned Citizens (Vendor #170158)**

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	\$ 36,251.70
541-500383	Meals - Congregate (ARP)	2023	\$ 74,555.23
544-500386	Meals - Home Delivered (ARP)	2024	\$ 36,251.70
541-500383	Meals - Congregate (ARP)	2024	\$ 74,555.23
		<b>Subtotal</b>	<b>\$ 221,613.86</b>

**Rockingham Nutrition MOW (Vendor #155197)**

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	\$ 229,869.84
541-500383	Meals - Congregate (ARP)	2023	\$ 145,485.29
544-500386	Meals - Home Delivered (ARP)	2024	\$ 229,869.84
541-500383	Meals - Congregate (ARP)	2024	\$ 145,485.29
		<b>Subtotal</b>	<b>\$ 750,710.26</b>

**St Joseph Community Services (Vendor #155093)**

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	\$ 356,872.44
541-500383	Meals - Congregate (ARP)	2023	\$ -
544-500386	Meals - Home Delivered (ARP)	2024	\$ 356,872.44
541-500383	Meals - Congregate (ARP)	2024	\$ -
		<b>Subtotal</b>	<b>\$ 713,744.88</b>

**Strafford Nutrition MOW (Vendor # 260818)**

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	\$ 84,376.44
541-500383	Meals - Congregate (ARP)	2023	\$ 56,242.85
544-500386	Meals - Home Delivered (ARP)	2024	\$ 84,376.44
541-500383	Meals - Congregate (ARP)	2024	\$ 56,242.85
		<b>Subtotal</b>	<b>\$ 281,238.58</b>

Fiscal Details  
RFA-2017-BEAS-06-NUTRI

**Tri-County Community Action Program (Vendor #177195)**

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	\$ 95,276.28
541-500383	Meals - Congregate (ARP)	2023	\$ 63,517.52
544-500386	Meals - Home Delivered (ARP)	2024	\$ 95,276.28
541-500383	Meals - Congregate (ARP)	2024	\$ 63,517.52
		<b>Subtotal</b>	<b>\$ 317,587.60</b>

**VNA at HCS (Vendor #177274)**

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	\$ 76,688.16
541-500383	Meals - Congregate (ARP)	2023	\$ 51,101.11
544-500386	Meals - Home Delivered (ARP)	2024	\$ 76,688.16
541-500383	Meals - Congregate (ARP)	2024	\$ 51,101.11
		<b>Subtotal</b>	<b>\$ 255,578.54</b>

**05-95-48-481010-2638 Summary for All Vendors**

Class/Account	Class Title	SFY	Contract Amount
544-500386	Meals - Home Delivered (ARP)	2023	\$ 1,316,909.91
541-500383	Meals - Congregate (ARP)	2023	\$ 781,933.76
544-500386	Meals - Home Delivered (ARP)	2024	\$ 1,316,909.91
541-500383	Meals - Congregate (ARP)	2024	\$ 781,933.76
		<b>Subtotal</b>	<b>\$ 4,197,687.34</b>

\$ 4,197,687.34

**Summary by Vendor by Year**

**Community Action Program Belknap-Merrimack Counties, Inc.**

	SFY	Contract Amount
	2023	\$ 1,945,816.08
	2024	\$ 1,945,816.08
	<b>Subtotal</b>	<b>\$ 3,891,632.16</b>

Fiscal Details  
RFA-2017-BEAS-06-NUTRI

**Gibson Center for Senior Services**

		SFY	Contract Amount
		2023	\$ 348,730.00
		2024	\$ 348,730.00
		<b>Subtotal</b>	<b>\$ 697,460.00</b>

**Grafton County Senior Citizens Council, Inc.**

		SFY	Contract Amount
		2023	\$ 1,125,400.37
		2024	\$ 1,125,400.37
		<b>Subtotal</b>	<b>\$ 2,250,800.74</b>

**Newport Senior Center**

		SFY	Contract Amount
		2023	\$ 737,847.80
		2024	\$ 737,847.80
		<b>Subtotal</b>	<b>\$ 1,475,695.60</b>

Fiscal Details  
RFA-2017-BEAS-06-NUTRI

**Ossipee Concerned Citizens**

		SFY	Contract Amount
		2023	\$ 477,249.17
		2024	\$ 477,249.17
		<b>Subtotal</b>	<b>\$ 954,498.34</b>

**Rockingham Nutrition MOW**

		SFY	Contract Amount
		2023	\$ 1,979,480.69
		2024	\$ 1,979,480.69
		<b>Subtotal</b>	<b>\$ 3,958,961.38</b>

**St Joseph Community Services**

		SFY	Contract Amount
		2023	\$ 2,815,970.42
		2024	\$ 2,815,970.42
		<b>Subtotal</b>	<b>\$ 5,631,940.84</b>

**Strafford Nutrition MOW**

		SFY	Contract Amount
		2023	\$ 760,936.97
		2024	\$ 760,936.97
		<b>Subtotal</b>	<b>\$ 1,521,873.94</b>

Fiscal Details  
RFA-2017-BEAS-06-NUTRI

**Tri-County Community Action Program**

		SFY	Contract Amount
		2023	\$ 859,384.26
		2024	\$ 859,384.26
		<b>Subtotal</b>	<b>\$ 1,718,768.52</b>

**VNA at HCS**

		SFY	Contract Amount
		2023	\$ 730,459.59
		2024	\$ 730,459.59
		<b>Subtotal</b>	<b>\$ 1,460,919.18</b>

**Summary for All Vendors by Year**

		SFY	Contract Amount
		2023	\$ 11,781,275.35
		2024	\$ 11,781,275.35
		<b>Subtotal</b>	<b>\$ 23,562,550.70</b>

\$ 23,562,550.70

Fiscal Details  
RFA-2017-BEAS-06-NUTRI

Class/Account	Class Title	SFY	Contract Amount
7872-544-500386	Meals - Home-Delivered (TIII)	2023	\$ 4,760,878.18
7872-541-500383	Meals - Congregate (TIII)	2023	\$ 2,068,479.83
9255-544-500386	Meals Home Delivered (TXX)	2023	\$ 2,853,073.67
2638-544-500386	Meals - Home Delivered (ARP)	2023	\$ 1,316,909.91
2638-541-500383	Meals - Congregate (ARP)	2023	\$ 781,933.76
7872-544-500386	Meals - Home Delivered (TIII)	2024	\$ 4,760,878.18
7872-541-500383	Meals - Congregate (TIII)	2024	\$ 2,068,479.83
9255-544-500386	Meals Home Delivered (TXX)	2024	\$ 2,853,073.67
2638-544-500386	Meals - Home Delivered (ARP)	2024	\$ 1,316,909.91
2638-541-500383	Meals - Congregate (ARP)	2024	\$ 781,933.76
		<b>Total</b>	<b>\$ 23,562,550.70</b>

7872-544-500386	Meals - Home Delivered (TIII)	all	\$ 9,521,756.36
7872-541-500383	Meals - Congregate (TIII)	all	\$ 4,136,959.66
9255-544-500386	Meals Home Delivered (TXX)	all	\$ 5,706,147.34
2638-544-500386	Meals - Home Delivered (ARP)	all	\$ 2,633,819.82
2638-541-500383	Meals - Congregate (ARP)	all	\$ 1,563,867.52
		<b>Total</b>	<b>\$ 23,562,550.70</b>

<b>Grand Total SFY23</b>	2023	\$	<b>11,781,275.35</b>
<b>Grand Total SFY24</b>	2024	\$	<b>11,781,276.35</b>
<b>Total Contract</b>		\$	<b>23,562,550.70</b>

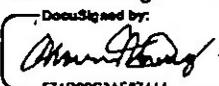
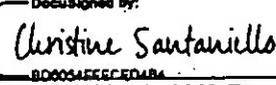
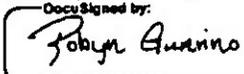
Subject: RFA-2023-BEAS-04-BEASN-10 (BEAS Nutrition)

**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 VNA at HCS, Inc.		1.4 Contractor Address 321 Marlboro Street PO Box 564 Keene, NH 03431	
1.5 Contractor Phone Number (603) 352-2253	1.6 Account Number 541-500383 and 544-500386	1.7 Completion Date June 30, 2024	1.8 Price Limitation \$1,460,919.18
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 6/6/2022		1.12 Name and Title of Contractor Signatory Maura McQueeney CEO HCS	
1.13 State Agency Signature DocuSigned by:  Date 6/6/2022		1.14 Name and Title of State Agency Signatory Christine Santapiello 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) DocuSigned by: By:  On: 6/7/2022			
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.

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## 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely 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 omission 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.

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EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2022 ("Effective Date").

1.2. 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.

1.3. Paragraph 9, Termination, is amended to read as follows:

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) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2. The Contractor may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by ninety (90) calendar days written notice to the State that the Contractor is exercising its option to terminate the Agreement.

9.3. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, within 15 calendar days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, which includes but is not limited to, identifying the present and future needs of individuals receiving services under the Agreement and establishing a process to meet those needs. In addition, at the State's discretion, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) calendar 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.

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1.4. 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.

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**Scope of Services**

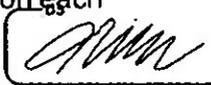
**1. Statement of Work**

- 1.1. The Contractor shall provide nutrition services in this agreement for eligible older adult and disability populations.
- 1.2. For the purposes of this Exhibit B, all references to days shall mean calendar days, excluding state and federal holidays.
- 1.3. The Contractor shall provide Home Delivered Meals as applicable in Exhibit C-1 Rate Sheet, and per geographic area served as described in Exhibit B-1 Geographic Area Served. The Contractor shall:
  - 1.3.1. Deliver meals to eligible participants, as defined in New Hampshire Administrative Rules He-E 501 and He-E 502, who demonstrate that they have limited capacity to prepare their own meals, have limited ability to leave their residence, or are unable to consume meals at a congregate setting due to physical, emotional, or mental health difficulties or limited desire for social interactions;
  - 1.3.2. Comply with applicable provisions of federal regulations and state laws on the safe and sanitary handling of food, equipment and supplies used in the storage, preparation, service and delivery of meals;
  - 1.3.3. Accept referrals from Adult Protective Services (APS), and prioritize service to participants referred by APS;
  - 1.3.4. Ensure that each meal meets a minimum of one-third of the dietary reference intakes established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, and complies with the most recent Dietary Guidelines for Americans issued by the Secretaries of the U.S. Departments of Health and Human Services and Agriculture;
  - 1.3.5. Prepare meals, to the extent possible, to incorporate the special dietary needs of the participant, including recommendations from the participant's licensed practitioner and those stemming from the participant's cultural or religious preferences;
  - 1.3.6. Provide nutrition education, nutrition counseling, and other nutrition services, as appropriate, based on the needs of the meal participants;
  - 1.3.7. Provide at least one (1) Home Delivered Meal each day on five (5) or more days a week, except in a rural area where such frequency is not feasible and/or a lesser frequency is approved by the Department;
  - 1.3.8. Ensure direct contemporaneous contact with each participant on each

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day that meals are delivered as an assurance of the participant's safety, with the exception of meals provided for weekends or designated as emergency frozen meals which are delivered to participants in advance of anticipated inclement weather conditions or other adverse conditions;

- 1.3.9. If unable to make direct contemporaneous contact with a participant, the Contractor shall initiate its agency's protocol, "Non-Response from Client at Delivery Time" or the equivalent agency guideline/policy and procedure for home delivered meals participant's nonresponse at time of delivery will be followed; and
- 1.3.10. The Contractor shall provide grab and go meals during a declaration of disaster or emergency, in accordance with the Older Americans Act and guidance provided by the Department, which shall be billed to the Department under home delivered meals Title III, C-1.
- 1.4. The Contractor shall provide Congregate Meals as applicable in Exhibit B-1, per geographic area served. The Contractor shall:
  - 1.4.1. Provide meals in congregate meal settings, where eligible participants are afforded the opportunity for social contact by sharing a meal with other clients;
  - 1.4.2. Comply with the food safety regulations cited in Section 1.3.2. above, the nutritional requirements cited in Section 1.3.4. above, and incorporating special dietary needs/preferences as cited in Section 1.3.5. above;
  - 1.4.3. Maintain a service provision log of all meals served that includes the service date(s) of meals, the names of participants who received the meals and comments of any follow-up service(s) provided;
  - 1.4.4. Provide nutrition education, nutrition counseling, and other nutrition services, as appropriate, based on the needs of the meal participants; and
  - 1.4.5. Provide at least one (1) hot or other appropriate meal per day on five (5) or more days a week except in a rural area where such frequency is not feasible and/or a lesser frequency is approved by the Department.
- 1.5. Access to Services
  - 1.5.1. The Contractor shall assist clients in accessing nutrition services by accepting requests directly from clients or their designated and/or appointed representatives and Adult Protective Services staff.
  - 1.5.2. The Contractor shall:

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- 1.5.2.1. Collaborate with the Department to develop a plan to provide support services to eligible clients who may be homebound in accordance with the OAA during said declaration in the event of a State of Emergency declaration from the federal or state government;
  - 1.5.2.2. Receive requests from clients to pick up specific items or run specific errands;
  - 1.5.2.3. Shop for groceries and complete other errands, which may include but are not limited to:
    - 1.5.2.3.1. Picking up medications at a pharmacy.
    - 1.5.2.3.2. Buying clothing for the client.
    - 1.5.2.3.3. Buying other items for the client;
  - 1.5.2.4. Provide receipts to the client after each shopping transaction;
  - 1.5.2.5. Establish a system to account for the funds provided for by the client to make such purchases; and
  - 1.5.2.6. Deliver the items above to the client's home, ensuring the condition of the items remain in the original condition they were purchased.
- 1.6. Client Request for Application of Services
- 1.6.1. For Title III home-delivered meals, the Contractor shall determine eligibility for the service in accordance with requirements in New Hampshire Administrative Rule He-E 502.
  - 1.6.2. For Title XX home-delivered meals, the Contractor shall either assist an individual to complete the Form 3000 Application provided by the Department for Title XX Home-Delivered meals, or receive completed applications for Title XX meals.
- 1.7. Client Eligibility Requirements for Services
- 1.7.1. The Contractor shall complete an assessment for eligibility in accordance with the New Hampshire Administrative rules He-E 501 and He-E 502.
  - 1.7.2. Clients who are referred for services by the Department's Adult Protection Program must be automatically eligible for services and must be prioritized for services in accordance with He-E 501 and He-E 502. The Contractor shall provide notice of eligibility or non-eligibility to clients and provide services to eligible clients for the one-year eligibility period as required in He-E 501 and He-E 502.

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- 1.7.3. The Contractor shall re-determine participant eligibility for services in accordance with the requirements in the laws and rules listed in 1.6.
- 1.7.4. The Contractor may terminate services to participants in accordance with the laws and rules listed in Section 1.6.
- 1.7.5. The Contractor shall obtain a service authorization for home delivered meals from the Department after the participant is determined or re-determined eligible to receive services by submitting a completed Form 3502 "Contract Service Authorization – New Authorization" to the Department.

1.8. Client Assessments and Service Plans

- 1.8.1. The Contractor shall develop, with input from each individual and/or the individual's authorized representative, a person-centered plan to drive the provision of services in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
- 1.8.2. The Contractor shall monitor and adjust service plans to meet the individual's needs in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
- 1.8.3. The Contractor shall provide services to clients according to clients' adult protective service plans determined by the Department's Adult Protection Program to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, and exploitation.
- 1.8.4. The Contractor shall provide protocols and practices to the Department within 30 days of the contract effective date to ensure that each individual receives services despite problematic behaviors due to mental health, developmental issues or criminal history.

1.9. Person-Centered Provision of Services

- 1.9.1. The Contractor shall incorporate Person-Centered Planning into the provision of all services in this Agreement as specified in New Hampshire Administrative Rules He-E 501 and He-E 502.
- 1.9.2. Individual service plans are based on person-centered planning and may be incorporated into existing service plans or documents already being used by the Contractor.

1.10. Client Donations and Fees

- 1.10.1. To comply with the requirements for Title III Services, the Contractor:

1.10.1.1. May ask participants receiving home-delivered meals for a voluntary donation towards the cost of the service <sup>except</sup>

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as stated in Section 1.11. Adult Protection Services;

- 1.10.1.2. May suggest an amount for donation in accordance with New Hampshire Administrative Rule He-E 502.12;
  - 1.10.1.3. Acknowledges that the donation is to be purely voluntary, and not refuse services if a participant is unable or unwilling to donate;
  - 1.10.1.4. Agrees not to bill or invoice clients and/or their families;
  - 1.10.1.5. Agrees that all donations support the program for which donations were given; and
  - 1.10.1.6. Agrees to report the total amount of donations collected from clients to the Department on a quarterly basis.
- 1.10.2. To comply with the requirements for Title XX Services, the Contractor:
- 1.10.2.1. May charge fees to clients, except as stated in Subsection 1.11. Adult Protection Services, receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to clients seeking services;
  - 1.10.2.2. Shall ensure that fees must comply with the requirements of New Hampshire Administrative Rule He-E 501;
  - 1.10.2.3. Shall not charge fees to clients, referred by the Department's Adult Protection Program, for whom reports of abuse, neglect, self-neglect and/or exploitation have been founded;
  - 1.10.2.4. Shall ensure that all fees support the program for which donations were given; and
  - 1.10.2.5. Shall report on the total amount of fees collected from all individuals.

**1.11. Adult Protection Services**

- 1.11.1. The Contractor shall report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F:46 of the NH Adult Protection law.
- 1.11.2. The Contractor shall accept referrals of clients from the Adult Protection Program and provide them with meals as described in this Agreement.
- 1.11.3. The Contractor shall inform the referring Adult Protection Services

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staff of any changes in the client's situation or other concerns.

1.11.4. The Contractor shall agree that the payment received from Department for the specified services is payment in full for those services, and shall not attempt to secure a fee or monetary contribution of any type such as described in Exhibit C, or Exhibit C-1 Rate Sheet, from the individual receiving services.

1.11.5. The Contractor shall continue to provide services to Adult Protective clients, without requesting a donation or charging a sliding scale, for up to one calendar year after Adult Protective Services closes the case when a determination is made that the client needs services to help prevent decline and re-involvement with Adult Protective Services.

**1.12. Referring Clients to Other Services**

1.12.1. If the Contractor identifies other community programs or services that might be beneficial to the client, and the client and/or the client's authorized representative agree, the Contractor may refer the client to other services and programs as appropriate.

**1.13. Client Wait Lists**

1.13.1. The Contractor shall agree that all services covered by this Agreement shall be provided to the extent that funds, staff and/or resources for this purpose are available.

1.13.2. The Contractor shall maintain a wait list in accordance with the requirements of New Hampshire Administrative Rules He-E 501 and He-E 502 when funding or resources are not available to provide the contracted services.

**1.14. Criminal Background Check and BEAS State Registry Checks**

1.14.1. The Contractor shall obtain, at the Contractor's expense, a Criminal Background Check for each staff member or volunteer who will be interacting with or providing hands-on care to individuals, and shall release the results to the Department, at the Department's request, to ensure no convictions for crimes, including, but not limited to:

1.14.1.1. A felony for child abuse or neglect, spousal abuse, any crime against children or adults, including but not limited to: child pornography, rape, sexual assault, or homicide.

1.14.1.2. A violent or sexually-related crime against a child or adult, or a crime which may indicate a person might be reasonably expected to pose a threat to a child or adult.

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- 1.14.1.3. A felony for physical assault, battery, or a drug-related offense committed within the past five (5) years in accordance with 42 USC 671 (a)(20)(A)(ii).
- 1.14.2. The Contractor shall authorize the Department to conduct a Bureau of Elderly and Adults Services (BEAS) State Registry check for each staff member or volunteer who will be interacting with or providing hands-on care to individuals, at no cost to the Contractor. The BEAS State Registry check must be provided to the Department upon request by the Department.
- 1.15. Grievance and Appeals
- 1.15.1. The Contractor shall maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and/or staff concerns in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
- 1.15.2. The Contractor shall ensure any filed complaints or concerns made by the client are available to the Department upon request.
- 1.16. Client Feedback
- 1.16.1. The Contractor shall obtain client feedback as required in New Hampshire Administrative Rules He-E.501.13 using a method approved by the Department within thirty (30) days of the contract effective date.
- 1.17. The Contractor shall comply with the following staffing requirements:
- 1.17.1. Maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients and geographic area as identified in this agreement;
- 1.17.2. Verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions;
- 1.17.3. Ensure that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions;
- 1.17.4. Develop and submit a written Staffing Contingency Plan to the Department within thirty days of contract effective date that includes, but is not limited to:
- 1.17.4.1. The process for replacement of personnel in the event of loss of key or other personnel during the period of the

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awarded contract.

- 1.17.4.2. A description of how additional staff resources will be allocated in the event of inability to meet any performance standard.
- 1.17.4.3. A description of time frames necessary for obtaining staff replacements.
- 1.17.4.4. An explanation of the Contractor's capabilities to provide, new staff with comparable experience in a timely manner.
- 1.17.4.5. A description of the method for training new staff members.

**1.18. Reporting**

- 1.18.1. The Contractor shall submit a Quarterly Program Service Report to the Department for each quarter of each State Fiscal Year by the 15<sup>th</sup> of the month following the close of the quarter.
- 1.18.2. The Contractor shall complete the Quarterly Program Service Report in accordance with instructions provided by the Department, which includes, but is not limited to:
  - 1.18.2.1. The number of clients served by town and in the aggregate.
  - 1.18.2.2. Total amount of donations collected.
  - 1.18.2.3. Expenses by program service provided.
  - 1.18.2.4. Revenue, by program service provided, by funding source.
  - 1.18.2.5. Number of Title III and Title XX clients served with funds not provided through this Contract.
    - 1.18.2.5.1. Unmet need/waiting list.
    - 1.18.2.5.2. Lengths of time clients are on a waiting list.
  - 1.18.2.6. The number of days individuals did not receive planned service(s) due to the service(s) not being available due to inadequate staffing or other related Contractor issues.
  - 1.18.2.7. Explanation describing the reasons for individuals' not receiving their planned services in the Scope of Work.
- 1.18.3. Food Delivery Reporting
  - 1.18.3.1. The Contractor shall complete the Home-Delivered Data Form provided by the Department and submit the Forms to the Department by January 31 and July 31 in each State Fiscal Year of the resulting contract, as appropriate, which must include, but are not limited to, the following data:

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- 1.18.3.1.1. The number of meals served by client and by town.
  - 1.18.3.1.2. The number of meals served in the aggregate.
  - 1.18.3.2. The Contractor shall submit quarterly reports relevant to food delivery by October 15, January 15, April 15, and July 15, as applicable to each State Fiscal Year in the contract period.
  - 1.18.3.3. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.
- 1.19. Performance Measures
- 1.19.1. The Department will monitor Contractor performance by reviewing the quarterly program service reports and semi-annual Home-Delivered Data Forms submitted by the Contractor.
  - 1.19.2. The Contractor shall ensure:
    - 1.19.2.1. Each client serviced meet all eligibility criteria outlined in New Hampshire Administrative Rule He-E 501 and 502.
  - 1.19.3. The Contractor shall ensure the Department has access sufficient for monitoring of contract compliance requirements as required by 2 CFR Part 200, Subpart F, which includes but is not limited to:
    - 1.19.3.1. Data.
    - 1.19.3.2. Financial records.
    - 1.19.3.3. Scheduled and unscheduled access to Contractor work site, locations, work spaces and associated facilities.
    - 1.19.3.4. Scheduled phone access to Contractor staff.
    - 1.19.3.5. Timely unscheduled phone response by selected Contractor staff.
  - 1.19.4. The Contractor shall actively and regularly collaborate with the Department to enhance contract management and improve results.

**2. Exhibits Incorporated**

- 2.1. 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  
BEAS Nutrition Services**

**EXHIBIT B**

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.

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

**3. Additional Terms**

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

3.1.1. The 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.

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

3.2.1. 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; clients who are blind or have low vision; and clients who have speech challenges.

**3.3. Credits and Copyright Ownership**

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

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

3.3.3. The Department shall retain copyright ownership for any <sup>and all</sup>

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

**EXHIBIT B**

original materials produced, including, but not limited to:

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

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

**3.4. Operation of Facilities: Compliance with Laws and Regulations**

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

**3.5. Eligibility Determinations**

3.5.1. If the Contractor is permitted to determine the eligibility of clients such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3.5.2. Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3.5.3. In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the

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

**EXHIBIT B**

Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

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

**4. Records**

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

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

4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

4.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

4.1.4. Medical records on each patient/recipient of services.

- 4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives 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

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

**EXHIBIT B**

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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.

RFA-2023-BEAS-04-BEASN-10

VNA at HCS, Inc.

Contractor Initials

  
Date 6/6/2022



New Hampshire Department of Health and Human Services  
BEAS Nutrition Services

**Exhibit B-1**

**GEOGRAPHIC AREA SERVED**

Name of Service	County/Counties	Towns/Cities where Services will be offered
Title III-C Home Delivered Meals	Cheshire	All
Title III-C Congregate Meals	Cheshire	All
Title XX Home Delivered Meals	Cheshire	All
ARPA Home Delivered Meals	Cheshire	All
ARPA Congregate Meals	Cheshire	All

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

**EXHIBIT C**

**Payment Terms**

1. This Agreement is funded by:
  - 1.1. 62.73% Federal funds,
    - 1.1.1. 22.77% Older Americans Act Title III - Home-Delivered Meals, as awarded on 4/27/22, by the U.S. Department of Health and Human Services, Administration of Community Living, Title III C-2, CFDA #93.045, FAIN #2201NHOAHD,
    - 1.1.2. 8.24% Older Americans Act Title III - Congregate Meals, as awarded on 4/27/22, by the U.S. Department of Health and Human Services, Administration of Community Living, Title III C-1, CFDA #93.045, FAIN #2201NHOACM,
    - 1.1.3. 16.85% Social Services Block Grant, as awarded on 10/1/2021, by the U.S. Department of Health and Human Services, Social Services Block Grant, CFDA #93.667, FAIN #2101NHSOSR,
    - 1.1.4. 8.92% American Rescue Plan(ARP) for Home Delivered Meals under Title III-C2 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 C-2, CFDA 93.045, FAIN #2101NHHDC6,
    - 1.1.5. 5.95% American Rescue Plan (ARP) for Congregate Meals under Title III-C1 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 C-1, CFDA# 93.045, FAIN #2101NHCMC6.
  - 1.2. 37.27% 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 for services provided in the fulfillment of this Agreement, as specified in Exhibit B Scope of Work, and in accordance with Exhibit C-1, Rate Sheet.
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:

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

**EXHIBIT C**

- 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.
- 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:

Data Management Unit  
Department of Health and Human Services  
129 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.



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

**EXHIBIT C**

- 
- 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 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.





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 GRANTEES OTHER THAN INDIVIDUALS**

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

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

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

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



New Hampshire Department of Health and Human Services  
Exhibit D

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

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

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

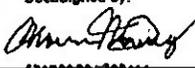
Place of Performance (street address, city, county, state, zip code) (list each location)

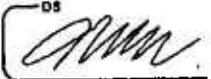
Check  if there are workplaces on file that are not identified here.

Vendor Name: VNA at HCS, INC

6/6/2022

Date

DocuSigned by:  
  
 Name: MAURA MCQUEENEY  
 Title: CEO/CEO HCS

Vendor Initials   
 Date 6/6/2022



New Hampshire Department of Health and Human Services  
Exhibit E

**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

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

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

Vendor Name: VNA at HCS INC

6/6/2022

Date

DocuSigned by:

Name: Maura McQueeney

Title: CEO/COO HCS

Vendor Initials

6/6/2022

Date

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

*AMW*



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 (l)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: VNA at HCS INC

6/6/2022  
Date

DocuSigned by:  
  
 Name: Maura McQueeney  
 Title: CEO/CEO HCS

Contractor Initials   
 Date 6/6/2022

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

*AMW*

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: VNA at HCS INC

6/6/2022

Date

DocuSigned by:

Name: Maura McQueeney

Title: CEO/CEO HCS

Exhibit G

Contractor Initials

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: VNA at HCS INC

6/6/2022

Date

DocuSigned by:

Name: Maura McQueeney

Title: CEO/CEO HCS

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

Contractor Initials

Date 6/6/2022



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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

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 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



**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.

*[Handwritten Signature]*



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

VNA at HCS INC

The State by:

Name of the Contractor

*Christine Santaniello*

*Maura McQueeny*

Signature of Authorized Representative

Signature of Authorized Representative

Christine Santaniello

Maura McQueeny

Name of Authorized Representative  
Associate Commissioner

Name of Authorized Representative

Title of Authorized Representative

CEO/CO HCS

Title of Authorized Representative

6/6/2022

6/6/2022

Date

Date

Contractor Initials *MM*

Date 6/6/2022

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: VNA at HCS INC

6/6/2022

Date

DocuSigned by:

Name: Maura McQueeney

Title: CEO/COO HCS

Contractor Initials

6/6/2022

Date



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.

06 06 2022

1. The DUNS number for your entity is: \_\_\_\_\_
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

*[Handwritten Signature]*

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.).

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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

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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/doiit/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.

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- 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

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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