



THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



59

William Cass, P.E.
Commissioner

David Rodrigue, P.E.
Assistant Commissioner

Andre Briere, Colonel, USAF (RET)
Deputy Commissioner

Bureau of Rail & Transit
October 2, 2023

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

REQUESTED ACTION

Authorize the New Hampshire Department of Transportation (NHDOT) to pay an amount not to exceed \$83,082 to VNA at HCS, Inc. (Vendor 177274), Keene, NH, to provide a portion of the non-federal funds required to match Federal Transit Administration (FTA) operating, effective upon Governor and Executive Council approval through June 30, 2025. 100% State General Funds.

Funding is available as follows for SFY 2024 and SFY 2025, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

	<u>SFY 2024</u>	<u>SFY 2025</u>
04-96-96-964010-2916		
Public Transportation		
073-509074 Grant Non-Federal	\$41,541	\$41,541

EXPLANATION

VNA at HCS, Inc. is a private, non-profit organization that provides rural public transportation, including transportation for seniors and individuals with disabilities, in the City of Keene.

The Department's approved SFY 2024 and SFY 2025 operating budget includes \$2,283,289 of state general funds to assist 10 public transit systems with matching FTA Section 5311 Rural Area Formula operating funds over the biennium; the FTA-funded contracts for this period have already been approved by Governor and Council. An annual base funding amount was allocated to each system resulting from tiered levels of public transit ridership and additional funding was provided based on incremental non-federal matching funds each system needed to access increased FTA operating funds apportioned under the Bipartisan Infrastructure Law (BIL).

The recipient transit agencies and the New Hampshire Transit Association were consulted as part of this multi-step allocation effort and it was realized that the rural public transit operators, as a whole, needed incremental matching funds to access BIL funding in both years, whereas the urban public transit providers did not need additional matching funds to leverage BIL funding until SFY 2025. As such, budgeted state operating match funds have been programmed in the amount of \$602,494 for SFY 2024 and \$1,680,793 in SFY 2025, totaling \$2,283,287 for the biennium, in accordance with the following distribution table:

AGENCY	CATEGORY	TOTAL 2024	TOTAL 2025	TOTAL BIENNIIUM
Advance Transit	Rural	\$166,165	\$166,165	\$332,330
BMCAP-Concord Area Transit	Rural	\$166,165	\$ 166,165	\$332,330
COAST	Urban	\$32,000	\$389,127	\$421,127
Manchester Transit Authority (including CART)	Urban	\$40,000	\$493,633	\$533,633
City of Nashua (Nashua Transit System)	Urban	\$32,000	\$299,539	\$331,539
Southwestern Community Services	Rural	\$41,541	\$41,541	\$83,082
TCCAP Carroll County Transit	Rural	\$41,541	\$41,541	\$83,082
TCCAP North Country Transit	Rural	\$41,541	\$41,541	\$83,082
VNA @ HCS Keene City Express	Rural	\$41,541	\$41,541	\$83,082
Total ridership distribution		\$602,494	\$1,680,793	\$2,283,287

The eight agencies operating NH's 10 public transit systems are listed in the table above and separate contracts for each agency will be submitted to Governor and Executive Council for approval. The state operating match funds will assist these agencies in meeting the non-federal matching requirements of 50% for operating expenses.

The Agreement has been approved by the Attorney General as to form and execution and the Department has verified that the necessary funds are available. Copies of the fully executed contract will be on file at the Secretary of State's Office and the Department of Administrative Services and will be on file at the Department of Transportation subsequent to Governor and Executive Council approval.

Your approval of this contract is respectfully requested.

Sincerely,



William J. Cass, P.E.
Commissioner

Attachments

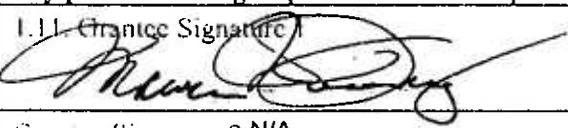
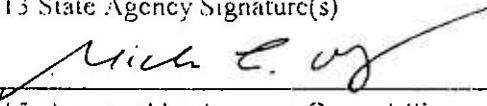
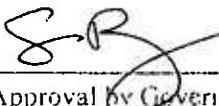
Subject: SFY 2024-2025 State Operating Match

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name NH Department of Transportation		1.2. State Agency Address PO Box 483 & Hazen Dr. Concord, NH 03302-0483	
1.3. Grantee Name VNA @ HCS, INC.		1.4. Grantee Address 312 Marlboro St. PO Box 564 Keene, NH 03431-4163	
1.5. Grantee Phone # 603-352-2253	1.6. Account Number 04-96-96-964010-2916-073 -509074	1.7. Completion Date June 30, 2025	1.8. Grant Limitation \$ 83,082
1.9. Grant Officer for State Agency Frederick Butler, Public Transportation Administrator, Bureau of Rail & Transit		1.10. State Agency Telephone Number 603-271-2565	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 		1.12. Name & Title of Grantee Signor 1 Maura McQueeney President	
Grantee Signature 2 N/A		Name & Title of Grantee Signor 2 N/A	
Grantee Signature 3 N/A		Name & Title of Grantee Signor 3 N/A	
1.13. State Agency Signature(s) 		1.14. Name & Title of State Agency Signor(s) Michelle L. Winters Director of Aeronautics, Rail & Transit	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By:  Assistant Attorney General, On: 10/19/2023			
1.16. Approval by Governor and Council (if applicable) By: _____ On: _____			

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

Contractor Initials 
Date 09/05/2023

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire 9.2

4. **EFFECTIVE DATE; COMPLETION OF PROJECT.**

4.1 This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date") 9.3

4.2 Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date"). 9.4

5. **GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.**

5.1 The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto 9.5

5.2 The manner of, and schedule of payment shall be as set forth in EXHIBIT C 10.

5.3 In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.3 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c

5.4 The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5 Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b

7. **RECORDS and ACCOUNTS.**

7.1 Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2 Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions

8. **PERSONNEL.**

8.1 The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2 The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3 The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final

9. **DATA; RETENTION OF DATA; ACCESS.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished

Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

No data shall be subject to copyright in the United States or any other country by anyone other than the State

On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data

CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination

EVENT OF DEFAULT; REMEDIES.

Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 Failure to perform the Project satisfactorily or on schedule; or

11.1.2 Failure to submit any report required hereunder; or

11.1.3 Failure to maintain, or permit access to, the records required hereunder; or

11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.

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

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

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

11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default, and

11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both

TERMINATION.

In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination in the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice

CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or


 Contractor Initials
 Date 09.05.2023

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. **INSURANCE.**
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. **SPECIAL PROVISIONS.** The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

**VNA @ HCS, INC.
EXHIBITS TO CONTRACT**

EXHIBIT A Special Provisions

EXHIBIT B Scope of Services

EXHIBIT C Budget

Certificate of Good Standing

Certificate of Corporate Vote

Certificate of Insurance

Social Service Documents to Include:

501 (c)

Financial Report

Board of Directors

Key Personnel and Salaries

Resumes

**VNA @ HCS, INC.
EXHIBIT A
SPECIAL PROVISIONS**

There are no modifications, deletions, or additions to the General Provisions in Form G-1.

VNA @ HCS, INC.
EXHIBIT B
SCOPE OF SERVICES

B.1 VNA @ HCS (VNA) (hereinafter the “Grantee”), shall follow the terms and conditions applicable to State Operating Match funds:

1.1 State funds shall be used to provide a portion of the non-federal funds required to match Federal Transit Administration (FTA) operating funds for public transportation services provided by the Grantee, which are further detailed on the Grantee’s website.

1.2 State Operating Match funds will be provided by the State as shown in Exhibit C.

**VNA @ HCS, INC.
EXHIBIT C
BUDGET**

C.1 The Grant Limitation, as defined in Section 1.8 of the Grant Agreement, are respective of State Operating Match funds and is granted as follows:

State Operating Match	FY 2024	FY 2025
VNA @ HCS (VNA)	\$41,541	\$41,541
Total Two-Year Contract Funds	\$83,082	

1.1 Funds are contingent upon State appropriations.

C.2 Reimbursement of State Operating Match shall be requested via monthly invoices until Operating Funds are fully expended.

C.3 The Grantee's submitted invoices shall indicate the month(s) for which the State Operating Match is being applied and the amount of FTA funds the State Operating Match is leveraging, and the FTA grant program from which the Grantee will draw down the FTA funds.

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 VNA AT HCS, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 18, 1981. 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: 67798

Certificate Number: 0006194140



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

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

1. I am a duly elected Clerk/Secretary/Officer of VNA at HCS, 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 VNA at HCS, Inc. to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **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: 9/1/2023



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

Internal Revenue Service
Director, Exempt Organizations
Rulings and Agreements

Department of the Treasury
P.O. Box 2508
Cincinnati, Ohio 45201

Date: DEC 24 2003

VNA AT HCS, INC.
312 MARLBORO ST
KEENE, NH 03301

Person to Contact - ID#: KEITH JOYNES 52-00491
Contact Telephone Numbers:
877-829-5500 Phone
513-263-3756 Fax
Federal Identification Number:
02-0360640

Dear Sir or Madam:

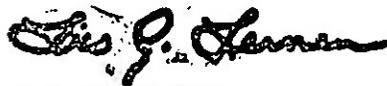
By our determination dated September 1982, you were held to be exempt from Federal Income Tax under the provisions of section 501(c)(3) of the Internal Revenue Code.

You recently furnished us information that HCS Community Care and HCS Preferred Care merged with VNA AT HCS, Inc. on June 30, 2002. In addition, information was provided regarding the dissociation of Home, Healthcare, Hospice and Community Services, Inc. from C & H Health System of the Monadnock Region, Inc. Based on the information submitted, we have determined that the merger and the dissociation does not affect your exempt status. The organization will continue using Employer Identification Number 02-0360640.

Please let us know about any further changes in the character, purposes, method of operation, name or address of your organization.

If you have any questions regarding this matter, please contact the person whose name and telephone number appear in the heading of this letter.

Sincerely,



Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

Enclosure

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.



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.

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 & COMMUNITY SERVICES, INC. AND AFFILIATE

Consolidated Balance Sheets

June 30, 2022 and 2021

	<u>2022</u>	<u>2021</u>
ASSETS		
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>
LIABILITIES AND NET ASSETS		
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>

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

HOME HEALTHCARE, HOSPICE & 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>

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

HOME HEALTHCARE, HOSPICE & 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	<u>(2,853,605)</u>	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>

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

HOME HEALTHCARE, HOSPICE & 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>

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

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 & 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 & 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 & 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 & 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 & 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 & COMMUNITY SERVICES, INC. AND AFFILIATE

Notes to Consolidated Financial Statements

June 30, 2022 and 2021

The following summarizes changes in endowment assets:

	<u>With Donor Restrictions</u>			<u>Total</u>
	<u>Without Donor Restrictions</u>	<u>Purpose Restrictions</u>	<u>Perpetual in Nature</u>	
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	<u>-</u>	<u>(40,447)</u>	<u>-</u>	<u>(40,447)</u>
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	<u>-</u>	<u>(38,307)</u>	<u>-</u>	<u>(38,307)</u>
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:

	<u>2022</u>	<u>2021</u>
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 & 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>100 %</u>	<u>100 %</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.

Home Healthcare, Hospice and Community Services/VNA at HCS, Inc.

2022/2023 Board of Directors

Chair:

David Therrien

Vice Chair:

Virginia Jordan

Treasurer:

Eric Horne

Secretary:

Julie Green

Directors:

Michael Chelstowski

Mary Ann Davis

Julie Greenwood

Ann Heffernon

Donald Mazanowski, M.D.

William Pearson

Judy Sadoski

David Stinson

Julie Tewksbury

Andrew Tremblay, M.D.

Ex Officios:

Maura McQueeney, CEO

Dawn Michelizzi, CFO

Transportation at HCS

Key Personnel

April 2023

Name	Job Title	FTE	Salary	% Paid from this Contract	Amount Paid from this Contract
Charles Pratt	Transportation Manager	Yes	57,783	75%	\$43,337
Michael Galea	Senior Staff Accountant	Yes	65,000	10%	\$6,500
		total	\$122,783		\$49,837

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

MICHAEL GALEA

SUMMARY

Highly skilled, senior level **Corporate Accountant** with extensive experience in large, complex organizations. Relied upon by senior management to ensure accuracy, best practices, and continuous improvement. Instrumental in key initiatives and projects to create, consolidate, streamline, test, and optimize processes, systems, and methods to assure quality, efficiency, and compliance.

General Accounting (GAAP)	Management Reporting	Process Improvement
Statutory Accounting (SAP)	Account Reconciliation	Streamlining / Consolidation
General Ledger	Cost Accounting	Coordination / Liaison
Financial Analysis	Internal Controls & Testing	Regulatory Compliance
Financial Reporting	Special Projects	Due Diligence

PROFESSIONAL EXPERIENCE

HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, Keene, NH

Senior Staff Accountant, 2022 – Present

- Cash Management Reporting
- Generating Cost Center Financial Reports
- Grant Reporting to State Agencies for the Transportation and Healthy Starts Programs
- Assist with the Budget and Financial Audit
- Supporting the Payroll processing function

LIBERTY MUTUAL INSURANCE COMPANY

Senior Corporate Accountant, Boston HQ, MA, 2017 – 2021 (function outsourced/offshored)

Senior Divisional Accountant, Keene, NH, 2005 – 2017

Progressed from Divisional accounting to General Ledger accounting for the entire organization. Included general and statutory accounting for a large, multifaceted organization, financial analysis and reporting, period end close, internal controls, regulatory compliance, special projects, and ad hoc reporting. Served as trusted, go-to resource across the organization, including on multiple teams/initiatives and special projects.

- Created and analyzed Balance Sheet and Income Statement analytics by state, legal entity, and line of business.
- Reconciled and analyzed paid loss clearance accounts and resolved discrepancies.
- Performed quarterly variance analysis for account balances over \$500,000.
- Prepared and reviewed quarterly statutory loss schedules and footnotes.
- Ensured, reviewed, and documented completion of all statutory loss schedule sign-off packages.
- Applied key controls to financial close process for attestation, including loss interface tie-outs to General Ledger.
- Prepared pro forma financial statements for state license applications to the Legal Department.
- Completed detailed regulatory filings for state insurance departments.
- Completed Archer period control testing for Policy and Controls team thrice annually.
- Completed financial reporting requests for external auditors during annual reviews.

SMITHS MEDICAL, ASD, INC., Keene, NH

Manufacturer of medical devices, equipment, and supplies.

Financial Analyst, 2004 – 2005 (function relocated to Ohio post acquisition re-org)

- Reconciled and analyzed General Ledger accounts.
- Contributed to monthly consolidated financial reporting package.
- Analyzed Profit & Loss statement results.
- Prepared exhibits for corporate external auditors.

LIBERTY MUTUAL INSURANCE COMPANY
Senior Accountant, Weston, MA, 2003 – 2004

- Prepared monthly journal entries including DAC correction and amortization.
- Completed GAAP to STAT surplus roll-forward for Liberty Insurance Holdings, Inc.
- Reconciled the Liberty Staff Legal and Medical Bill Review accounts.
- Automated the Paid Loss Clearance reconciliation.
- Assisted with General Ledger special projects.

Cost Analyst, Keene, NH, 2002 – 2003

- Maintained Expense Processor Mill Chart of Values.
- Executed month-end job stream for cost allocations through post back to General Ledger.
- Analyzed month-end expense results.
- Reconciled all Cost and Budget Department General Ledger accounts.
- Researched monthly incurred roll-forward variances.

ANTHEM BLUE CROSS AND BLUE SHIELD, Manchester, NH
Senior Accountant, Anthem East, 2001- 2002 (re-org moved accounting to Maine)

- Prepared Statutory Financial Statements for Anthem Health Plans of NH, Inc.
- Completed GAAP to Statutory Reserve tie-out.
- Reviewed monthly GAAP Financial Statements.
- Analyzed monthly Balance Sheet variances.
- Monitored exposure reconciliations for fluctuations.

LIBERTY MUTUAL INSURANCE COMPANY, Keene, NH
Accountant II, 1994 – 2001
Accountant I, 1992 – 1994

- Produced monthly Income Statement Flash Report for senior management.
- Prepared quarterly and annual statutory financial statements, including all investment schedules.
- Reconciled internal view income statement to external view General Ledger.
- Managed monthly trial balance production process, coordinating efforts to ensure timely and accurate balance sheet reporting.
- Handled all fixed asset reporting including tax payments.
- Produced detailed filings for state regulatory reporting agencies.
- Redesigned the premium tax accrual system, reducing the premium tax accrual variance by 12%.
- Led testing phase of project to consolidate affiliated company financial reporting systems.
- Directed the creation of the Combined Annual Statement.

EDUCATION

- **B.S., Accounting**, SOUTHERN NEW HAMPSHIRE UNIVERSITY, Manchester, NH
- **A.S., Accounting**, STATE UNIVERSITY OF NEW YORK, Cobleskill, NY