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

Lori A. Weaver
Commissioner

Melissa A. Hardy
Director

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April 3, 2024

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, to enter into a **Sole Source** contract with Manchester Housing and Redevelopment Authority (VC#159899), Manchester, NH, in the amount of \$481,346 for the Congregate Housing Services Program supportive services to support individuals to remain at home with services and to avoid unnecessary institutionalization, pursuant to NH RSA 161:F, with the option to renew for up to four (4) additional years, effective upon Governor and Council approval through June 30, 2025. 100% General Funds.

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

05-95-48-481010-78720000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HHS: DLTSS-ELDERLY-ADULT SVCS, ADM ON AGING

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2024	103-502664	Contracts for Opr Svc	48130630	\$85,851
2025	103-502664	Contracts for Opr Svc	48130630	\$395,495
			Total	\$481,346

EXPLANATION

This request is **Sole Source** because the Contractor is one (1) of two (2) identified qualified service providers, as defined in RSA 161-F:36, currently able and prepared to provide Congregate Housing Services Program supportive services pursuant to NH RSA 161-F. This request represents the final one (1) of 2 (two) Grant Agreements. The Contractor is a publicly owned housing authority that provides congregate supportive services to individuals aged sixty (60) years and older and/or adults with disabilities living in congregate housing. The Contractor possesses the knowledge and expertise to monitor resident services and to perform appropriate financial management practices in a congregate services program. The Contractor also has the infrastructure in place to provided support services to residents in need of services.

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and the Honorable Council
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The purpose of this request is to ensure compliance with RSA 161-F:34-37, which directs the Department to provide support for congregate services program to individuals age sixty (60) years or older and/or adults with disabilities, to promote their well-being and independence, provide supportive services to serve those who might otherwise be placed unnecessarily in institutional care.

Approximately 20 individuals will be served each year during State Fiscal Years 2024 and 2025.

The Contractor will provide Congregate Housing Services Program supportive services to qualifying residents who are elderly and/or disabled. Supportive services include two (2) nutritionally balanced meals per day, seven (7) days a week, regular assistance with housekeeping (such as light cleaning, laundry and other household tasks), licensed nursing assistance services, nursing services, personal assistance (such as aid in grooming, dressing, and other activities which to maintain personal care and hygiene) and transportation provided to and from medical and/or dental appointments or to and from meal sites as needed, within the local area served by the Contractor.

The Department will monitor services by requiring the Contractor to participate in regular meetings and on-site reviews and to submit quarterly reports on services provided.

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

Should the Governor and Council not authorize this request, residents who are frail, elderly and/or disabled will not have access to supportive services to live independently which may lead to premature institutionalization.

Respectfully submitted,


Lori A. Weaver
Commissioner

Subject: SS-2024-DLTSS-07-CONGR-02 - Congregate Housing Services Program

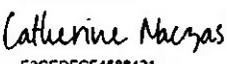
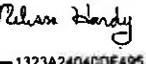
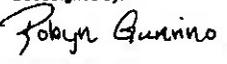
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Manchester Housing and Redevelopment Authority		1.4 Contractor Address 198 Hanover Street, Manchester NH 03104	
1.5 Contractor Phone Number 603-624-2149	1.6 Account Unit and Class TBD	1.7 Completion Date June 30, 2025	1.8 Price Limitation \$481,346
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature <small>DocuSigned by:</small>  <small>E3CEDFCF4688421...</small> Date: 4/17/2024		1.12 Name and Title of Contractor Signatory Catherine Naczas Executive Director	
1.13 State Agency Signature <small>DocuSigned by:</small>  <small>1323A24040DF495...</small> Date: 4/17/2024		1.14 Name and Title of State Agency Signatory Melissa Hardy Director, DLTSS	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) <small>DocuSigned by:</small> By:  Robyn Guarino Attorney On: 4/19/2024 <small>748734844941480...</small>			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			


 Contractor Initials
 Date 4/17/2024

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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any 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. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. 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.

18. 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.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

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

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

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

**New Hampshire Department of Health and Human Services
Congregate Housing Services Program
EXHIBIT A**

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Effective Date/Completion of Services, is amended by deleting subparagraph 3.3 in its entirety and replacing it as follows:

3.3. Contractor must complete all Services by the Completion Date specified in block 1.7. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.5 as follows:

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

**New Hampshire Department of Health and Human Services
Congregate Housing Services Program
EXHIBIT B**

Scope of Services

1. Statement of Work

1.1. The Contractor must establish a Congregate Housing Services Program (CHSP) designed to provide CHSP supportive services as identified and defined in subsection 1.2., in accordance with NH RSA 161-F:36, to eligible, frail, elderly and/or disabled individuals who reside at Manchester Housing and Redevelopment Authority (MHRA), to ensure individual well-being and independence, and prevent self-neglect, as defined by NH RSA 161-F:43, VI. For this agreement, the following terms apply:

1.1.1. Congregate Housing Services Program (CHSP): means a congregate housing supportive services program administered by MHRA to make eligibility determinations and provide supportive services to eligible individuals.

1.1.2. Disabled: means an individual at least eighteen (18) years of age or older, who has a physical, developmental, or emotional disability which is expected to be of indefinite duration, substantially limit their ability to live independently, and the person requires supportive services at home to maintain independence.

1.1.3. Elderly: means an individual who is at least sixty (60) years of age or older.

1.1.4. Eligible: means an individual who resides at MHRA and is either elderly, frail, and/or elderly and/or an individual with a disability who needs supportive services, to promote well-being, independence and to prevent self-neglect.

1.1.5. Frail: means an individual who is unable to perform three (3) or more activities of daily living (ADLs), which are necessary for personal care, which include, but is not limited to eating, toileting, bathing, dressing, continence and assistance when transferring while toileting, bathing, dressing and continence.

1.2. The Contractor must ensure supportive services include:

1.2.1. Housekeeping services: which means regular assistance with light cleaning, laundry, and other household tasks including, but not limited to:

1.2.1.1. Washing, drying and putting away dishes.

1.2.1.2. Vacuuming, sweeping and washing floors.

1.2.1.3. Cleaning kitchen counters, fixtures and appliances.

New Hampshire Department of Health and Human Services
Congregate Housing Services Program

EXHIBIT B

- 1.2.1.4. Cleaning bathroom counters, fixtures, toilet and bathtub/shower.
- 1.2.1.5. Dusting.
- 1.2.1.6. Emptying wastebaskets.
- 1.2.1.7. Laundry.
- 1.2.2. Meal services: which means two (2) nutritionally balanced meals per day, five (5) days a week, Monday through Friday, including the provision of:
 - 1.2.2.1. At least one (1) hot meal per day, Monday through Friday, available in a central dining area; and the other provided in a manner that an individual can take to a dining location of their choice and not be required to eat their meal in a central dining area.
 - 1.2.2.2. At least one (1) packaged meal per day on Saturdays, Sundays and holidays; provided in a manner that an individual can take to a dining location of their choice and not be required to eat their meal in a central dining area.
 - 1.2.2.3. Discussion of any special dietary requirements arising from health conditions or religious/ethnic preferences.
 - 1.2.2.4. Compliance with applicable state and/or local regulations regarding the preparation and serving of food.
- 1.2.3. Licensed Nursing Assistant services: which means services including, but not limited to aiding with grooming, dressing, and other activities, which maintain a person's personal care and hygiene. All individuals providing LNA services, as part of this contract, must be eighteen (18) years of age or older and must be a licensed nursing assistant with a current and active LNA license with the State of New Hampshire.
 - 1.2.3.1. Dressing, which includes, assisting with putting on or removing shoes and clothing.
 - 1.2.3.2. Bathing, which includes, assisting with getting in and out of the tub, washing and drying off.
 - 1.2.3.3. Grooming, which includes, hair care, specifically shampooing, skin care, and foot care.
 - 1.2.3.4. Toileting, which includes, assisting with the toilet, helping to clean themselves after using the toilet, and rearranging clothing, if staff is available.

**New Hampshire Department of Health and Human Services
Congregate Housing Services Program**

EXHIBIT B

- 1.2.3.5. Transfers, which includes, assisting with getting out of a bed or chair, if staff is available.
- 1.2.3.6. Mobility Assist, which includes, assisting with getting from one stationary point to another, if staff is available.
- 1.2.3.7. The activities listed above must be provided temporarily, for a period not exceeding six (6) months, to enable the time to recover from a temporary disability.
- 1.2.4. Nursing services: including, but not limited to Assessments of:
 - 1.2.4.1. Pertinent medical diagnoses, prognosis and mental health status.
 - 1.2.4.2. Goals and objectives of personal assistance services as identified is subsection 1.2.3.3.
 - 1.2.4.3. Estimated duration and frequency of nursing services.
 - 1.2.4.4. Any required equipment.
 - 1.2.4.5. Functional and general activity limitations.
 - 1.2.4.6. Potential rehabilitation.
 - 1.2.4.7. Nutritional requirements.
 - 1.2.4.8. Medications and treatments administered.
 - 1.2.4.9. Safety precautions.
 - 1.2.4.10. Discharge planning or referral information as applicable.
 - 1.2.4.11. Monitoring related to the following, including, but not limited to:
 - 1.2.4.11.1. Lungs.
 - 1.2.4.11.2. Edema.
 - 1.2.4.11.3. Mental health status.
 - 1.2.4.11.4. Safety in home.
 - 1.2.4.11.5. Nutrition and accessing food.
 - 1.2.4.11.6. Evaluating health issues.
 - 1.2.4.11.7. Medication management and access.
 - 1.2.4.11.8. Referrals to primary care provider as needed.
 - 1.2.4.11.9. Coordinating medical and specialist appointments, as needed.

**New Hampshire Department of Health and Human Services
Congregate Housing Services Program
EXHIBIT B**

- 1.2.4.11.10. Referrals to and collaborating with appropriate community services agencies, as needed (i.e. physical therapy, occupational therapy, mental health services).
 - 1.2.4.11.11. LNA services, including supervising supportive services provided as part of this contract.
 - 1.2.4.11.12. Managed care organization designee to assist with arranging transportation services that are beyond the scope of Transportation services as identified in subsection 1.2.5.
 - 1.2.4.11.13. Coordination and communication with case manager.
- 1.2.5. Transportation services: which means arranged for or transportation provided to and from medical and/or dental appointments or to and from meal sites as needed, within the local area served by the Contractor.
- 1.3. The Contractor must designate an Administrator to administer the CHSP and a Service Coordinator to and develop and deploy supportive service eligibility determination processes and procedures, including the establishment of an Assessment Committee and an application form. The Administrator and Service Coordinator must also provide case management and coordinate supportive services.
 - 1.4. The Contractor must ensure the application is compliant with the Americans with Disabilities Act Accessibility Standards and requires the individual applying for supportive services provide the following information:
 - 1.4.1. Name, address and telephone number.
 - 1.4.2. The supportive services requested as identified in subsection 1.2.
 - 1.4.3. A statement explaining why supportive services are needed to assist with specific ADLs and how the requested supportive services will contribute to the individual well-being, independence, and prevent self-neglect.
 - 1.4.4. Signature (or signature of authorized representative) and date.
 - 1.5. The Contractor must convene an Assessment Committee to review supportive services applications and make eligibility determinations. The Assessment Committee shall be comprised of a minimum of (3) individuals and include the Administrator, a licensed nurse and the Service Coordinator. The Assessment Committee must:

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- 1.5.1. Conduct a comprehensive review of supportive service application information.
- 1.5.2. Request additional records and documentation as needed to make eligibility determinations, including medical records from the individual and/or their physician, with HIPAA compliant authorization.
- 1.5.3. Complete an assessment of ADLs.
- 1.5.4. Make eligibility determinations in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures within thirty (30) business days of receipt of application.
- 1.6. The Contract must provide notification of eligibility determination within fifteen (15) business days of determination on a letter provided by Contractor and must include the following information:
 - 1.6.1. If it is determined that the individual is deemed eligible for supportive services, the letter must:
 - 1.6.1.1. Identify and specify the supportive services, which the individual is eligible.
 - 1.6.1.2. The reasons why the individual is eligible for supportive services.
 - 1.6.1.3. The frequency, and the duration the individual will receive supportive services.
 - 1.6.1.4. A start date for when each supportive service will commence.
 - 1.6.2. If it is determined that the individual is deemed not eligible for supportive services, the letter must:
 - 1.6.2.1. Identify and specify the reasons the individual is not eligible.
 - 1.6.2.2. Clearly state that nothing shall prevent an individual from reapplying for CHSP supportive services.
 - 1.6.2.3. Notify each individual of their right to request a fair hearing in accordance with New Hampshire RSA 126-A:5 and Department regulations.
 - 1.6.2.4. Notify the individual that they have a right to appeal this determination/decision through the DHHS Administrative Appeals Unit.
 - 1.6.2.5. Provide the individual with the following information:
 - 1.6.2.5.1. Instructions on how to file an appeal.
 - 1.6.2.5.2. Explanation of the appeals process.

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- 1.6.2.5.3. Contact information, including an email address, telephone number and mailing address for filing an appeal with the Department.
- 1.6.2.5.4. Information for additional local, state and federal resources that could assist the individual in obtaining access to supportive services.
- 1.7. The Contractor must re-determine eligibility for supportive services:
 - 1.7.1. Within twelve (12) months of eligibility determination.
 - 1.7.2. Whenever there are changes in an individual's condition that would warrant such a review.
- 1.8. The Contractor must ensure the Service Coordinator develops a supportive service care plan for each individual determined eligible to receive supportive services once notification of eligibility determination has been made. The supportive service care plan must be completed on a form provided by Contractor and must be approved and initialed by all members of the AC, and the individual applying for supportive services, and must clearly specify the frequency and duration supportive services will be provided. The Contractor must ensure:
 - 1.8.1. The supportive service care plan is dated and signed by all parties.
 - 1.8.2. The Service Coordinator arranges for services specified in the supportive services care plan within fifteen (15) business days from date supportive service care plan is signed.
 - 1.8.3. The supportive service care plan is reviewed and modified whenever eligibility for supportive services is redetermined or whenever there are major changes in the individual's circumstances, which warrant modifications to the supportive services care plan. If it is determined there is a need to modify the supportive services, the Service Coordinator must:
 - 1.8.3.1. Discuss the recommended changes with the Assessment Committee and individual.
 - 1.8.3.2. Amend the supportive service care plan to reflect modifications to supportive services care plan.
 - 1.8.3.3. Follow the review and determination process as outlined in subsection 1.5. and 1.6.
 - 1.8.3.4. Notwithstanding subsection 1.8.3., the supportive services care plan must be updated every six (6) months and/or more frequently, as needed.

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- 1.8.3.5. Monitor each individuals' supportive service care plan to:
 - 1.8.3.5.1. Ensure compliance.
 - 1.8.3.5.2. Evaluate the need for modifications to the supportive services care plan.
 - 1.8.3.5.3. Resolve any issues or problems that arise with the supportive services care plan.
 - 1.8.3.5.4. Ensure the supportive services care plan is promoting well-being and independence and preventing self-neglect.
- 1.9. The Contractor may discontinue supportive services with thirty (30) days written notification to an individual receiving supportive services:
 - 1.9.1. At the discretion of the Assessment Committee.
 - 1.9.2. At the sole discretion of the individual receiving supportive service.
 - 1.9.3. In conjunction with the Assessment Committee and the individual receiving supportive service.
 - 1.9.4. And/or for any one of the following reasons:
 - 1.9.4.1. The individual regains the physical and/or mental ability to function without the supportive services.
 - 1.9.4.2. The individual requires a level of care, which exceeds that allowed for under support services.
 - 1.9.4.3. The individual refuses to accept the services contained in the service plan.
 - 1.9.5. If the Assessment Committee determines that an individual is no longer eligible for services, the written notification must include:
 - 1.9.5.1. Notification that the individual has the right to appeal the decision/determination through the DHHS Administrative Appeals Unit.
 - 1.9.5.2. Instructions on how to file an appeal.
 - 1.9.5.3. Explanation of the appeals process.
 - 1.9.5.4. Contact information, including an email address, telephone number and mailing address for filing an appeal with the Department.
 - 1.9.5.5. Information for additional local, state and federal resources that could assist the individual in obtaining access to supportive services.



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- 1.10. The Contractor must develop and maintain a waitlist, to document the individuals determined to be eligible for services and the frequency and duration of specific supportive services, and the specific reasons why services cannot be or are not provided.
- 1.11. The Contractor must provide a Work Plan to the Department within five (5) business days from the contract effective date.
- 1.12. The Contractor must meet with the Department to discuss the Work Plan and deliverables within ten (10) business days from the contract effective date.
- 1.13. The Contractor must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.
- 1.14. The Contractor may be required to participate in on-site reviews conducted by the Department on a monthly basis, or as otherwise requested by the Department.
- 1.15. The Contractor may be required to facilitate reviews of files conducted by the Department on a monthly basis, or as otherwise requested by the Department, that may include, but are not limited to:
 - 1.15.1. AC review, determination, termination, re-determination, etc., files.
 - 1.15.2. Supportive services provided, including frequency and duration.
 - 1.15.3. A comprehensive detailed Waitlist.
- 1.16. Reporting
 - 1.16.1. The Contractor must submit quarterly reports, by the fifteenth (15th) day of the month, with aggregate data only utilizing only non-identifiable data, to ensure compliance with the Statement of Work and to ensure the greatest number of individuals are served by this Agreement. Reports must include but are not limited to:
 - 1.16.1.1. The number of individuals served during the quarter.
 - 1.16.1.2. The number of new individuals who began receiving supportive services during the quarter.
 - 1.16.1.3. The number and type of supportive services, delivered during the quarter, provided between the contract effective date and the end of the current quarter.
 - 1.16.1.4. The accumulated total of new individuals who have received supportive services since Contract effective date.
 - 1.16.1.5. The types of supportive services requested and provided.
 - 1.16.1.6. The number of individuals on the waitlist and the reasons for those individuals being waitlisted, and the num^{DS} of

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individuals removed from the waitlist because they are now receiving services during the quarter.

1.16.1.7. The successes, achievements, and challenges in delivering supportive services in the previous month and action steps taken to provide services during the quarter.

1.16.1.8. A quarterly financial status report, which describes the contract agency's income and expenditures.

1.16.1.9. CHSP staff salaries and benefits.

1.16.1.10. CHSP Administrator, Service Coordinator and supervisor salaries and benefits.

1.16.1.11. All expense related to providing CHSP supportive services.

1.16.1.12. All expense related to subcontracted services for CHSP supportive services.

1.16.2. The Contractor must provide key data in a format and at a frequency specified by the Department for the following performance measure:

1.16.2.1. A minimum of ninety-five (95%) of supportive services are in effect and/or being delivered within ninety (90) days of the eligibility determination, excluding those individuals on the waitlist.

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

1.17. Background Checks

1.17.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:

1.17.1.1. A criminal background check, at the Contractor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement.

1.17.1.2. A name search of the Department's Bureau of Elderly and Adult Services (BEAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement.

1.18. Confidential Data

1.18.1. The Contractor must meet all information security and privacy requirements as set by the Department and in accordance with the

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Department's Information Security Requirements Exhibit as referenced below.

1.18.2. The Contractor must ensure any individuals involved in delivering services through this Agreement contract sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's Information Security Requirements Exhibit. The Contractor must ensure said individuals have a justifiable business need to access confidential data. The Contractor must provide attestations upon Department request.

1.19. Privacy Impact Assessment

1.19.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s), if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

1.19.1.1. How PII is gathered and stored.

1.19.1.2. Who will have access to PII.

1.19.1.3. How PII will be used in the system.

1.19.1.4. How individual consent will be achieved and revoked.

1.19.1.5. Privacy practices.

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

2. Exhibits Incorporated

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

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

3. Additional Terms

SS-2024-DLTSS-07-CONGR-02

B-2.0

Manchester Housing and Redevelopment Authority

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Contractor Initials 
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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 must submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

3.3. Credits and Copyright Ownership

3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include, the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

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

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

3.3.3.1. Brochures.

3.3.3.2. Resource directories.

3.3.3.3. Protocols or guidelines.

3.3.3.4. Posters.

3.3.3.5. Reports.

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

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3.4. Operation of Facilities: Compliance with Laws and Regulations

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

3.5. Eligibility Determinations

3.5.1. The Contractor must make eligibility determinations in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3.5.2. The Contractor must ensure all individuals are permitted to fill out an application form and must notify each individual of their right to request a fair hearing in accordance with New Hampshire RSA 126-A:5 and Department regulations.

4. Records

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

4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the 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.

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- 4.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, records of application and eligibility (including all forms required to determine eligibility for each such recipient including any medical records the recipient provides to verify eligibility), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.
- 4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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Payment Terms

1. This Agreement is funded by:
 - 1.1. 100% General funds.
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Contractor as a Subrecipient, based on criteria in 2 CFR §200.331.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred, net any other revenue received towards the services billed for individuals described in Section 4 below in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-1.
 - 3.1. Contractor must request payment for actual expenditures incurred net any other revenue received towards the services billed in the fulfillment of this Agreement, and in accordance with the Department-approved budgets.
 - 3.2. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.
4. The Contractor may bill and seek reimbursement for Congregate Housing Services Program Supportive Services provided to individuals as described in the Exhibit B, Scope of Work to individuals in order as follows:
 - 4.1. The Contractor is not currently a Medicaid provider and does not have the ability to bill through the Department Medicaid Fee for Service program. If Contractor becomes a Medicaid provider, for individuals enrolled in Medicaid, Contractor shall bill through the Department Medicaid Fee for Service program in accordance with the current, publicly posted Fee for Service (FFS) schedule located at NHMMIS.NH.gov.
 - 4.2. The Contractor does not have the ability to bill health insurance or other applicable coverage. If Contractor becomes able to bill health insurance or other applicable coverage, for individuals enrolled in health insurance or other applicable coverage, the Contractor shall directly bill the health insurance or other applicable coverage.
 - 4.3. For individuals who are uninsured, under-insured or otherwise without coverage for the services they receive, the Contractor shall directly bill the Department and must include general ledger detail indicating the invoice is only for net expenses to access contract funds provided through this Agreement. The Department shall determine the associated expenses to be allowable and will reimburse the Contractor in accordance with Section 5.

**New Hampshire Department of Health and Human Services
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- 4.4. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.
5. 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:
 - 5.1. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
 - 5.2. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services Is submitted in a form that is provided by or otherwise acceptable to the Department.
 - 5.3. Identifies and requests payment for allowable costs incurred in the previous month.
 - 5.4. Ensure invoices are net any other revenue received towards the services billed in fulfillment of this Agreement.
 - 5.5. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, subcontractor expenses, receipts for purchases, proof of expenditures, and general ledger reports, as applicable.
 - 5.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to dhhs.beasinvoices@dhhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
6. 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.
7. 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.
8. 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.
9. Audits

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

9.1.1. 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.

9.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b.

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

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

9.2.1. 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.

9.3. 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.

9.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA upon request.

9.5. In addition to, and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Agreement to which exception has been taken, or which have been disallowed because of such an exception.

10. Property Standards

10.1. Equipment.

10.1.1. Equipment means tangible personal property purchased in whole or in part with State funds and that has a useful life of

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more than one (1) year and a per-unit acquisition cost which equals or exceeds \$5,000.

10.1.2. Subject to the obligations and conditions set forth in this section, title to equipment acquired with State funds will vest upon acquisition in the Contractor subject to the following conditions:

10.1.2.1. Use the equipment for the authorized purposes of the project during the period of performance, or until the property is no longer needed for the purposes of the project.

10.1.2.2. Not encumber the property without approval of the State.

10.1.2.3. Use and dispose of the property in accordance with Paragraph 10.1.3., Paragraph 10.1.4. and Paragraph 10.1.5.

10.1.3. Use.

10.1.3.1. Equipment must be used by the Contractor in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by State funds, and the Contractor must not encumber the equipment without prior approval of the State. When no longer needed for the original program or project, the equipment may be used in other activities funded by the State.

10.1.3.2. When acquiring replacement equipment, the Contractor may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.

10.1.4. Management requirements. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part with State funding, until disposition takes place will, as a minimum, meet the following requirements:

10.1.4.1. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property, who holds title, the acquisition date, and cost of the property, percentage of State participation in the project costs for the Agreement under which the property was acquired, the ^{dis}position,

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use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

- 10.1.4.2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.
- 10.1.4.3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
- 10.1.4.4. Adequate maintenance procedures must be developed to keep the property in good condition.
- 10.1.4.5. If the Contractor is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
- 10.1.5. Disposition. When original or replacement equipment acquired with State funds is no longer needed for the original project or program or for other activities currently or previously supported by the State, except as otherwise provided by State statutes or in this Agreement, the Contractor must request disposition instructions from the State. Disposition of the equipment will be made as follows:
 - 10.1.5.1. Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the State.
 - 10.1.5.2. Items of equipment with a current per-unit fair-market value in excess of \$5,000 may be retained by the Contractor or sold. The State is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the State's percentage of participation in the cost of the original purchase.

11. Property Relationship and Liens

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

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with State funds and that use and disposition conditions apply to the property.

Exhibit C-1

New Hampshire Department of Health and Human Services:				
Contractor Name: <i>Manchester Housing and Redevelopment Authority</i>				
Budget Request for: <i>Congregate Housing Services Program</i>				
Indirect Cost Rate (if applicable): <i>#DNV/0!</i>				
Line Item	Program Cost - Funded by DHHS - SFY 24 Governor and Council Approval through June 30, 2024	Third Party Billing - SFY 24 Governor and Council Approval through June 30, 2024	Program Cost - Funded by DHHS - SFY 25 July 1, 2024 through June 30, 2025	Third Party Billing - SFY 25 July 1, 2024 through June 30, 2025
1. Salary & Wages	\$22,483.00	\$0.00	\$167,488.00	\$0.00
2. Fringe Benefits	\$11,242.00	\$0.00	\$83,742.00	\$0.00
3. Consultants	\$500.00	\$0.00	\$500.00	\$0.00
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$12,174.00	\$0.00	\$5,000.00	\$0.00
5.(a) Supplies - Educational	\$200.00	\$0.00	\$200.00	\$0.00
5.(b) Supplies - Lab	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00
5.(c) Supplies - Pharmacy				
5.(d) Supplies - Medical	\$200.00	\$0.00	\$200.00	\$0.00
6. Travel	\$50.00	\$0.00	\$300.00	\$0.00
7. Software	\$250.00	\$0.00	\$50.00	\$0.00
8.(a) Other - Marketing/Communications	\$500.00	\$0.00	\$500.00	\$0.00
8.(b) Other - Education and Training	\$1,000.00	\$0.00	\$1,000.00	\$0.00
8.(c) Other - Other (office expenses, phone, copier, printer)	\$4,184.00	\$0.00	\$2,000.00	\$0.00
Congregate Housing Services Program Expenses	\$0.00	\$0.00	\$0.00	\$0.00
Other (food/nutrition)	\$0.00	\$0.00	\$60,000.00	\$0.00
Other (Supplies - packing food, cleaning, etc)	\$1,200.00	\$0.00	\$7,000.00	\$0.00
Other (Equipment Repairs)	\$1,000.00	\$0.00	\$5,500.00	\$0.00
Other (Insurance)	\$1,212.00	\$0.00	\$7,000.00	\$0.00
Other (Dining Set-up & Sundry)	\$7,750.00	\$0.00	\$1,200.00	\$0.00
9. Subrecipient Contracts (food services, nursing, LNA)	\$22,815.00	\$0.00	\$44,200.00	\$0.00
Total Direct Costs	\$85,851.00	\$0.00	\$395,495.00	\$0.00
Total Indirect Costs	\$1,291.00	\$0.00	\$9,617.00	\$0.00
Subtotals	\$85,851.00	\$0.00	\$395,495.00	\$0.00
			TOTAL	\$481,348.00

Contractor Initial: 
Date: 4/17/2024

New Hampshire Department of Health and Human Services

Exhibit D

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

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or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.

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8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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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

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future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/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.

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- d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

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

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

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov B.

DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov



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BUSINESS ASSOCIATE AGREEMENT

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

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

(1) **Definitions**

- a. The following terms shall have the same meaning as defined in HIPAA, the HITECH Act, and Part 2, as they may be amended from time to time:
 - "Breach," "Designated Record Set," "Data Aggregation," "Designated Record Set," "Health Care Operations," "HITECH Act," "Individual," "Privacy Rule," "Required by law," "Security Rule," and "Secretary."
- b. Business Associate Agreement, (BAA) means the Business Associate Agreement that includes privacy and confidentiality requirements of the Business Associate working with PHI and as applicable, Part 2 record(s) on behalf of the Covered Entity under the Agreement.
- c. "Constructively Identifiable," means there is a reasonable basis to believe that the information could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information.
- d. "Protected Health Information" ("PHI") as used in the Agreement and the BAA, means protected health information defined in HIPAA 45 CFR 160.103, limited to the information created, received, or used by Business Associate from or on behalf of Covered Entity, and includes any Part 2 records, if applicable, as defined below.
- e. "Part 2 record" means any patient "Record," relating to a "Patient," and "Patient Identifying Information," as defined in 42 CFR Part 2.11.
- f. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

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

- a. Business Associate shall not use, disclose, maintain, store, or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under the Agreement. Further, Business Associate, including b: "ds"

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

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

(3) Obligations and Activities of Business Associate

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

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security breach as described above and communicate the risk assessment to the Covered Entity. The risk assessment shall include, but not be limited to:

- I. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - II. The unauthorized person who accessed, used, disclosed, or received the protected health information;
 - III. Whether the protected health information was actually acquired or viewed; and
 - IV. How the risk of loss of confidentiality to the protected health information has been mitigated.
- e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in a written report to the Covered Entity as soon as practicable after the conclusion of the Business Associate's investigation.
 - f. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule, and Part 2, if applicable.
 - g. Business Associate shall require all of its business associates that receive, use or have access to PHI under the BAA to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein.
 - h. Within ten (10) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the BAA and the Agreement.
 - i. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
 - j. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
 - k. Business Associate shall document any disclosures of PHI and information related to any disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
 - l. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to

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accordance with 45 CFR Section 164.528.

- m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within five (5) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- n. Within thirty (30) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-ups of such PHI in any form or platform.
 - VI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, or if retention is governed by state or federal law, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for as long as the Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

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

- a. In addition to the General Provisions (P-37) of the Agreement, the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the Business Associate Agreement. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity.

(6) Miscellaneous

- a. Definitions, Laws, and Regulatory References. All laws and regulations

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herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this Business Associate Agreement, to a Section in HIPAA or 42 Part 2, means the Section as in effect or as amended.

- b. Change in law - Covered Entity and Business Associate agree to take such action as is necessary from time to time for the Covered Entity and/or Business Associate to comply with the changes in the requirements of HIPAA, 42 CFR Part 2 other applicable federal and state law.
c. Data Ownership - The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
d. Interpretation - The parties agree that any ambiguity in the BAA and the Agreement shall be resolved to permit Covered Entity and the Business Associate to comply with HIPAA and 42 CFR Part 2.
e. Segregation - If any term or condition of this BAA or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this BAA are declared severable.
f. Survival - Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the BAA in section (3) g. and (3) n.l., and the defense and indemnification provisions of the General Provisions (P-37) of the Agreement, shall survive the termination of the BAA.

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

Department of Health and Human Services

Manchester Housing and Redevelopment Authority

The State

Name of the Contractor

DocuSigned by: Melissa Hardy 1323A24040DF495...

DocuSigned by: Catherine Naczas E3CEDFCF4688421...

Signature of Authorized Representative

Signature of Authorized Representative

Melissa Hardy

Catherine Naczas

Name of Authorized Representative

Name of Authorized Representative

Director, DLTSS

Executive Director

Title of Authorized Representative

Title of Authorized Representative

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Date

Date

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Contractor Initials CN

CERTIFICATE OF AUTHORITY

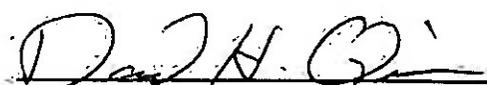
I, David Quinn, Chairman, hereby certify that:
(Name of Commissioner)

1. I am a duly appointed commissioner of Manchester Housing and Redevelopment Authority.
(Agency Name)

2. I hereby certify that Catherine Naczas, Executive Director (Authorized Signatory)
is authorized on behalf of this agency to enter into the said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate.

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

Dated: 4/16/20



Signature of Commissioner
Name: David Quinn
Title: Chairman, Manchester Housing and Redevelopment Authority Board of Commissioners



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/07/2024

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Housing Insurance Services Inc. 189 Commerce Court P. O. Box 189 Cheshire, CT 06410	CONTACT NAME: PHONE (A/C, No., Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: accountservices@housingcenter.com														
INSURED Manchester Housing and Redevelopment Authority 198 Hanover Street Manchester, NH 03104	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Housing Authority Risk Retention Group</td> <td>26797</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Housing Authority Risk Retention Group	26797	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: _____	X		HARRG-155-241638-2024	04/01/2024	04/01/2025	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/PROP AGG \$ Included DEDUCTIBLE 2,500
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		N/A			PER STATUTE <input type="checkbox"/> OTH ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Grant for Congregate Service Program

CERTIFICATE HOLDER State of NH, Dept. of Health & Human Services, Division of Elderly & Adult Services 129 Pleasant Street, Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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129 Commerce Court 203-271-8220 or 800-873-0242
PO Box 189 Tel: 203-271-2265
Cheshire, CT 06410-0189 www.hai.us.ngcenter.com

CERTIFICATE OF INSURANCE

ID: 155, Endorsement: 01-27B-03-2024-19

Issue Date: 02/13/2024

Insured: Manchester Housing and Redevelopment Authority

Address: 198 Hanover Street
Manchester, NH 03104-3104

Coverages

Type of Insurance	Policy Number	Limits
Commercial Liability	HARRG-155-241638-2024	General Aggregate: \$ 3,000,000 Per Occurrence: \$ 3,000,000
[X] Coverage A: Bodily Injury and Property Damage Liability: Occurrence	Effective Date: 04/01/2024 12:01 AM	Personal and Adv Inj: \$ 3,000,000 Fire Damage Sub-Limit: \$ 50,000
[X] Coverage B: Personal and Advertising Injury Liability: Occurrence	Expiration Date: 04/01/2025 12:01 AM	Athletic Sport Sub-Limit Per Occurrence: \$ 250,000 Aggregate: \$ 250,000
[X] Coverage E: Mold, Other Fungi or Bacteria Liability: Claims Made Retro Date: 4/1/04		Mold, Other Fungi or Bacteria: \$ 100,000

Description: State of NH, Department of Health & Human Services, Division of Elderly & Adult Services as additional insured

Certificate State of NH, Dept. of Health & Human Services, Division of Elderly & Adult Services

Holder: 129 Pleasant Street
Concord, NH 03301

Company: Housing Authority Risk Retention Group, Inc.

THIS IS TO CERTIFY THAT THE POLICIES LISTED ABOVE HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY CLAIMS PAID. THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES ABOVE.

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 90 days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligations or liability of any kind upon the company, its agents, or representatives.

Signature of Authorized Representative



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Manchester Housing and Redevelopment Authority 198 Hanover Street Manchester, NH 03104		Member Number: 520	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 48 Donovan Street Concord, NH 03301-2624	
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, if Not	
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence	
			General Aggregate	
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease - Each Employee	\$2,000,000
			Disease - Policy Limit	
<input type="checkbox"/> Property (Special Risk Includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	
Description: Proof of Primex Member coverage only.				

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
State of NH, Department of Health & Human Services Division of Elderly & Adult Services 129 Pleasant Street Concord, NH 03301			By: <i>Mary Beth Purcell</i>
			Date: 2/23/2024 mpurcell@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax